

**Interest Calculation (according to Term Sheet: 1m Libor Rates)**

SF0001M Index	Index	EE0001M Index	Index		
Date	PX_LAST	Date	PX_LAST		
10.06.2008	2.42333	1.02883	10.06.2008	4.47125	1.05080
11.06.2008	2.44000	1.02889	11.06.2008	4.47125	1.05092
12.06.2008	2.44500	1.02896	12.06.2008	4.47188	1.05105
13.06.2008	2.45167	1.02903	13.06.2008	4.46875	1.05118
16.06.2008	2.45833	1.02923	16.06.2008	4.47125	1.05156
17.06.2008	2.46833	1.02930	17.06.2008	4.48063	1.05169
18.06.2008	2.47500	1.02936	18.06.2008	4.48000	1.05182
19.06.2008	2.42500	1.02943	19.06.2008	4.49250	1.05195
20.06.2008	2.40667	1.02950	20.06.2008	4.48938	1.05207
23.06.2008	2.40083	1.02970	23.06.2008	4.48938	1.05246
24.06.2008	2.40000	1.02976	24.06.2008	4.48938	1.05259
25.06.2008	2.39000	1.02983	25.06.2008	4.48063	1.05272
26.06.2008	2.37667	1.02989	26.06.2008	4.46000	1.05284
27.06.2008	2.35667	1.02996	27.06.2008	4.43688	1.05297
30.06.2008	2.35667	1.03015	30.06.2008	4.43938	1.05335
01.07.2008	2.34667	1.03022	01.07.2008	4.44688	1.05348
02.07.2008	2.32833	1.03028	02.07.2008	4.44313	1.05361
03.07.2008	2.32167	1.03035	03.07.2008	4.46375	1.05373
04.07.2008	2.31833	1.03041	04.07.2008	4.46625	1.05386
07.07.2008	2.31917	1.03060	07.07.2008	4.46750	1.05424
08.07.2008	2.32000	1.03066	08.07.2008	4.46875	1.05437
09.07.2008	2.31833	1.03073	09.07.2008	4.46875	1.05450
10.07.2008	2.30917	1.03079	10.07.2008	4.46813	1.05463
11.07.2008	2.30667	1.03085	11.07.2008	4.46500	1.05476
14.07.2008	2.30833	1.03104	14.07.2008	4.46563	1.05514
15.07.2008	2.30833	1.03111	15.07.2008	4.46563	1.05527
16.07.2008	2.30250	1.03117	16.07.2008	4.46563	1.05540
17.07.2008	2.30000	1.03123	17.07.2008	4.46813	1.05552
18.07.2008	2.29000	1.03130	18.07.2008	4.46688	1.05565
21.07.2008	2.29167	1.03148	21.07.2008	4.46875	1.05604
22.07.2008	2.28833	1.03155	22.07.2008	4.47250	1.05616
23.07.2008	2.28500	1.03161	23.07.2008	4.48000	1.05629
24.07.2008	2.28167	1.03167	24.07.2008	4.48250	1.05642
25.07.2008	2.28000	1.03173	25.07.2008	4.48625	1.05655
28.07.2008	2.28000	1.03192	28.07.2008	4.48125	1.05694
29.07.2008	2.27833	1.03198	29.07.2008	4.47750	1.05706
30.07.2008	2.27583	1.03205	30.07.2008	4.47688	1.05719
31.07.2008	2.27250	1.03205	31.07.2008	4.47813	1.05719
01.08.2008	2.27167	1.03211	01.08.2008	4.47813	1.05732
04.08.2008	2.27167	1.03230	04.08.2008	4.48188	1.05771
05.08.2008	2.27333	1.03236	05.08.2008	4.48250	1.05784
06.08.2008	2.27000	1.03242	06.08.2008	4.47813	1.05796
07.08.2008	2.26750	1.03248	07.08.2008	4.48063	1.05809
08.08.2008	2.26000	1.03255	08.08.2008	4.47813	1.05822
11.08.2008	2.25833	1.03273	11.08.2008	4.48188	1.05861
12.08.2008	2.25333	1.03279	12.08.2008	4.48063	1.05874
13.08.2008	2.25000	1.03285	13.08.2008	4.48188	1.05887
14.08.2008	2.25333	1.03292	14.08.2008	4.48063	1.05899
15.08.2008	2.25500	1.03298	15.08.2008	4.48250	1.05912
18.08.2008	2.25583	1.03316	18.08.2008	4.48375	1.05951
19.08.2008	2.25000	1.03323	19.08.2008	4.47938	1.05964
20.08.2008	2.25167	1.03329	20.08.2008	4.47813	1.05977



**Interest Calculation (according to Term Sheet: 1m Libor Rates)**

SF0001M Index			EE0001M Index		
Date	PX_LAST	Index	Date	PX_LAST	Index
21.08.2008	2.25000	1.03335	21.08.2008	4.47375	1.05990
22.08.2008	2.25000	1.03341	22.08.2008	4.47375	1.06003
25.08.2008	2.25000	1.03360	25.08.2008	4.47938	1.06041
26.08.2008	2.25000	1.03366	26.08.2008	4.47875	1.06054
27.08.2008	2.25000	1.03372	27.08.2008	4.47688	1.06067
28.08.2008	2.25833	1.03378	28.08.2008	4.50250	1.06080
29.08.2008	2.25500	1.03384	29.08.2008	4.50438	1.06093
01.09.2008	2.25167	1.03397	01.09.2008	4.50813	1.06119
02.09.2008	2.25000	1.03403	02.09.2008	4.50813	1.06132
03.09.2008	2.25000	1.03409	03.09.2008	4.51125	1.06145
04.09.2008	2.25000	1.03415	04.09.2008	4.51250	1.06158
05.09.2008	2.25000	1.03421	05.09.2008	4.51063	1.06171
08.09.2008	2.25000	1.03440	08.09.2008	4.51000	1.06210
09.09.2008	2.25000	1.03446	09.09.2008	4.51250	1.06223
10.09.2008	2.25000	1.03452	10.09.2008	4.50875	1.06236
11.09.2008	2.24833	1.03458	11.09.2008	4.51125	1.06249
12.09.2008	2.25000	1.03465	12.09.2008	4.51188	1.06262
15.09.2008	2.25000	1.03483	15.09.2008	4.52438	1.06301



Attachment 2 Lehman Securities Programs Proof of Claim (Reference to Number 3. and 4.)

**SWISSCANTO (LU) PORTFOLIO FUNDS MANAGEMENT COMPANY S.A.** → ③

→ ④

Name	ISIN	Euroclear Bank Electronic Reference Number	Euroclear Account Number
SV (LU) Portfolio Fund Growth (EUR)	XS0292528311	6050266	16316
SV (LU) Portfolio Fund Balanced (EUR)	XS0292528311	6050267	16316
SV (LU) Portfolio Fund Yield (EUR)	XS0292528311	6050268	16316
SV (LU) Portfolio Fund Yield (EUR)	XS0292542494	6050271	16316
SV (LU) Portfolio Fund Balanced	XS0292542494	6050270	16316
SV (LU) Portfolio Fund Growth	XS0292542494	6050269	16316



- account statement  
- custodian



BANQUE ET CAISSE D'EPARGNE DE L'ETAT  
LUXEMBOURG

depuis 1856

Investment Funds Department

**SWISSCANTO (LU) PORTFOLIO FUNDS MANAGEMENT COMPANY S.A.**  
1, Place de Metz  
L-1930 Luxembourg

Luxembourg, October 16<sup>th</sup> 2009

Dear Sirs,

In our function as depositary bank of the SWISSCANTO (LU) PORTFOLIO FUNDS MANAGEMENT COMPANY S.A., we hereby confirm that the securities are held in accounts in favor of the following sub-funds:

Bank	Account number	Fund Name	ISIN	Name Security	Currency	Holding
RBC DIS	099990408	Swisscanto (LU) Portfolio Fund Balanced EUR	XS0292528311	Lehman Broth. Tr. AREVO 30 MAR 13	EUR	1 400 000,00
RBC DIS	099990400	Swisscanto (LU) Portfolio Fund Growth EUR	XS0292528311	Lehman Broth. Tr. AREVO 30 MAR 13	EUR	400 000,00
RBC DIS	099990411	Swisscanto (LU) Portfolio Fund Yield EUR	XS0292528311	Lehman Broth. Tr. AREVO 30 MAR 13	EUR	700 000,00
RBC DIS	099990409	Swisscanto (LU) Portfolio Fund Balanced CHF	XS0292542494	Lehman Broth. Tr. AREVO 30 MAR 13	CHF	19 500 000,00
RBC DIS	099990401	Swisscanto (LU) Portfolio Fund Growth CHF	XS0292542494	Lehman Broth. Tr. AREVO 30 MAR 13	CHF	7 500 000,00
RBC DIS	099990412	Swisscanto (LU) Portfolio Fund Yield CHF	XS0292542494	Lehman Broth. Tr. AREVO 30 MAR 13	CHF	20 700 000,00

Yours faithfully,

BANQUE ET CAISSE D'EPARGNE DE L'ETAT,  
LUXEMBOURG



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ARNOLD & PORTER LLP

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Dermond Thomas  
Dermond.Thomas@aporter.com  
212.715.1041  
212.715.1399 Fax  
399 Park Avenue  
New York, NY 10022-4690

October 27, 2009

**VIA FEDERAL EXPRESS**

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017

Re: Programs Securities Proofs of Claim

Ladies and Gentlemen:

On behalf of Swisscanto Asset Management Ltd., we enclose herewith a copy of both of its Lehman Programs Securities Proof of Claim forms dated October 21, 2009.

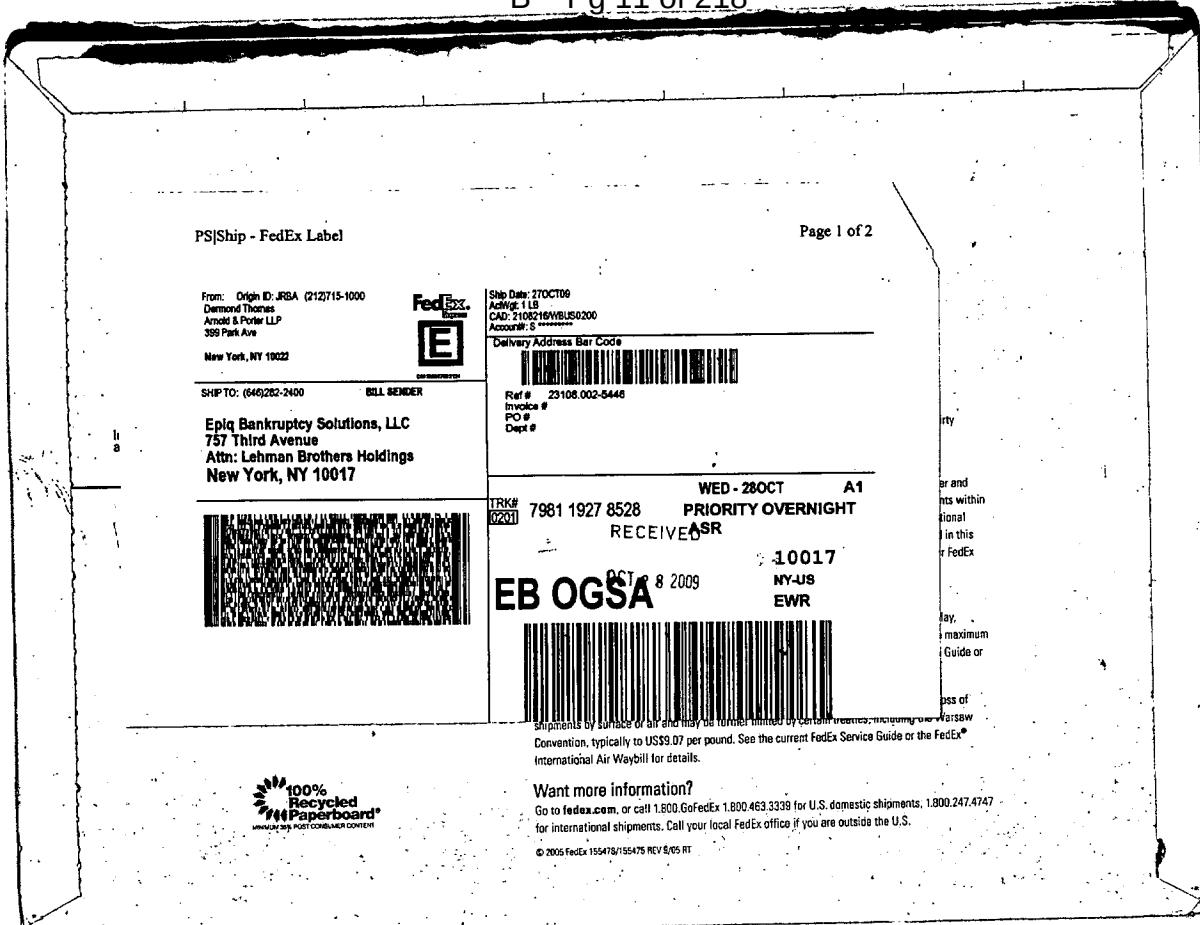
Sincerely,



Dermond Thomas

Enclosures







**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
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Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000050862

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Swisscanto (LU) SICAV II Advisory Company Holding S.A.  
 69, route d'Esch  
 L-1470 Luxembourg

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: 10/28/09

Telephone number: +41 58 344 49 00 Email Address: [compliance@swisscanto.ch](mailto:compliance@swisscanto.ch)

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ at least 754,152.29 (Required)(see attached Annex)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0292528311 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: 6050264 and 6050265 (Attachment 2)

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

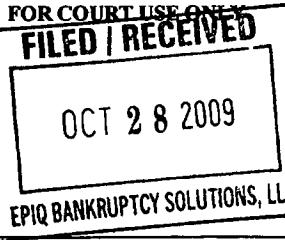
16318 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

21-10-09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.



*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

Dr. Gérard Fischer Ralf C. Branda  
 Chairman Member Board of Directors

*G. Fischer*

*R. C. Branda*



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



**Annex to Proof of Claim Form of Swisscanto (LU) SICAV II Advisory Company Holding S.A.**

In addition to the statements set forth on its proof of claim form and in the documents attached hereto and/or submitted in accordance with the applicable procedures, Swisscanto (LU) SICAV II Advisory Company Holding S.A. ("SICAV") states as follows in support of its claim against the Debtor:

1. In addition to the amount of its claim, SICAV asserts a claim for any and all interest (including default interest), costs, fees, charges and expenses (including attorneys' fees) due and owing or that may become due and owing or otherwise allowable in connection with its claim.
2. SICAV is filing this proof of claim in anticipation of the claims bar date (the "Bar Date"), which has been set as November 2, 2009, pursuant to the Court's July 2, 2009 Order pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form. SICAV reserves the right to amend, modify, and/or supplement this proof of claim at any time, including, without limitation, for the purpose of asserting additional claims, whether arising from the transactions or documents described in SICAV's proof of claim, this attachment, or otherwise. SICAV also reserves its rights to assert any and all rights of setoff that it may have against the Debtor in respect of its claims, including, without limitation, the right to set off its claims against any claims that the Debtor (or any successor, assignee or person claiming through the Debtor, as the case may be) may assert against SICAV or its successors or assigns, whether or not arising under the transactions set forth in this proof of claim. SICAV also reserves its right to pursue claims (including, but not limited to, the claims described herein) against the Debtor based upon additional or alternative legal theories. SICAV also reserves the right to assert administrative expense claims.
3. SICAV reserves its right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case or otherwise involving SICAV. By filing this proof of claim, SICAV does not intend to submit to the jurisdiction of the Bankruptcy Court for any purpose other than the determination and allowance of this claim.
4. All notices and any distribution with respect to this proof of claim should be sent to:

ARNOLD & PORTER LLP  
399 Park Ave, 34<sup>th</sup> Fl.  
New York, NY 10022  
Attn: Anthony Boccanfuso  
Telephone number: (212) 715-1000  
Facsimile: (212) 715-1399



**Attachment 1: Claim (incl. nominal and interests) Lehman Exposure of SWISSCANTO (LU)SICAV II ADVISORY COMPANY HOLDING S.A**  
(as per 15.09.2008)

<b>Claims in USD</b>						
Fund	ISIN	Nominal	Interest	Interest	Exposure Total (Claim)	
SW (LU) Sicav II Portfolio Fund Yield (EUR)	XS0292528311	USD 425'670.00	6.301%	26'821.37	452'491.37	
SW (LU) Sicav II Portfolio Fund Balanced (EUR)	XS0292528311	USD 283'780.00	6.301%	17'880.91	301'660.91	
<b>Total Claims in USD</b>		<b>USD 709'450.00</b>		<b>44'702.29</b>	<b>754'162.29</b>	

EUR WMCO Curncy (USD)  
Date PX\_LAST  
15.09.2008 1.4189



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
30.03.2007	3.86613	1.00000
02.04.2007	3.86613	1.00021
03.04.2007	3.86625	1.00031
04.04.2007	3.86538	1.00042
05.04.2007	3.86275	1.00052
06.04.2007	3.86275	1.00063
09.04.2007	3.86275	1.00094
10.04.2007	3.85913	1.00105
11.04.2007	3.85775	1.00115
12.04.2007	3.85788	1.00126
13.04.2007	3.85388	1.00136
16.04.2007	3.85638	1.00167
17.04.2007	3.85638	1.00178
18.04.2007	3.85838	1.00188
19.04.2007	3.85838	1.00199
20.04.2007	3.85900	1.00209
23.04.2007	3.85975	1.00241
24.04.2007	3.85975	1.00251
25.04.2007	3.85975	1.00261
26.04.2007	3.85988	1.00272
27.04.2007	3.86075	1.00282
30.04.2007	3.86013	1.00314
01.05.2007	3.86013	1.00324
02.05.2007	3.86413	1.00335
03.05.2007	3.86713	1.00345
04.05.2007	3.86413	1.00356
07.05.2007	3.86750	1.00387
08.05.2007	3.86613	1.00398
09.05.2007	3.86088	1.00408
10.05.2007	3.86538	1.00419
11.05.2007	3.87475	1.00429
14.05.2007	3.89188	1.00461
15.05.2007	3.89288	1.00471
16.05.2007	3.89488	1.00482
17.05.2007	3.91625	1.00493
18.05.2007	3.92163	1.00503
21.05.2007	3.94163	1.00535
22.05.2007	3.94413	1.00546
23.05.2007	3.94813	1.00557
24.05.2007	3.97413	1.00567
25.05.2007	3.97875	1.00578
28.05.2007	3.97938	1.00611
29.05.2007	3.98963	1.00622
30.05.2007	4.00650	1.00633
31.05.2007	4.02813	1.00633
01.06.2007	4.03425	1.00643
04.06.2007	4.04263	1.00676
05.06.2007	4.05338	1.00688
06.06.2007	4.05750	1.00699
07.06.2007	4.08813	1.00710
08.06.2007	4.09963	1.00721
11.06.2007	4.10963	1.00754



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
12.06.2007	4.11188	1.00766
13.06.2007	4.11463	1.00777
14.06.2007	4.11800	1.00788
15.06.2007	4.11600	1.00799
18.06.2007	4.11275	1.00833
19.06.2007	4.11413	1.00844
20.06.2007	4.11425	1.00856
21.06.2007	4.11625	1.00867
22.06.2007	4.11688	1.00878
25.06.2007	4.11363	1.00912
26.06.2007	4.11613	1.00923
27.06.2007	4.12000	1.00934
28.06.2007	4.11363	1.00946
29.06.2007	4.11438	1.00957
02.07.2007	4.11225	1.00991
03.07.2007	4.10900	1.01002
04.07.2007	4.10375	1.01013
05.07.2007	4.10725	1.01024
06.07.2007	4.10825	1.01036
09.07.2007	4.10813	1.01069
10.07.2007	4.10688	1.01081
11.07.2007	4.10688	1.01092
12.07.2007	4.10813	1.01103
13.07.2007	4.10813	1.01114
16.07.2007	4.10563	1.01148
17.07.2007	4.10550	1.01159
18.07.2007	4.10413	1.01171
19.07.2007	4.10538	1.01182
20.07.2007	4.10550	1.01193
23.07.2007	4.10613	1.01227
24.07.2007	4.10613	1.01238
25.07.2007	4.10613	1.01249
26.07.2007	4.10625	1.01261
27.07.2007	4.10813	1.01272
30.07.2007	4.10575	1.01306
31.07.2007	4.10613	1.01306
01.08.2007	4.10813	1.01317
02.08.2007	4.10938	1.01328
03.08.2007	4.11388	1.01340
06.08.2007	4.11463	1.01374
07.08.2007	4.11750	1.01385
08.08.2007	4.13000	1.01396
09.08.2007	4.20000	1.01408
10.08.2007	4.23875	1.01419
13.08.2007	4.25250	1.01454
14.08.2007	4.27688	1.01466
15.08.2007	4.28875	1.01478
16.08.2007	4.35688	1.01489
17.08.2007	4.43250	1.01501
20.08.2007	4.43875	1.01538
21.08.2007	4.44125	1.01550
22.08.2007	4.45250	1.01562



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
23.08.2007	4.45500	1.01575
24.08.2007	4.45125	1.01587
27.08.2007	4.44750	1.01624
28.08.2007	4.42125	1.01636
29.08.2007	4.43000	1.01648
30.08.2007	4.44750	1.01661
31.08.2007	4.45938	1.01661
03.09.2007	4.45875	1.01697
04.09.2007	4.47063	1.01710
05.09.2007	4.50000	1.01722
06.09.2007	4.48250	1.01735
07.09.2007	4.44813	1.01747
10.09.2007	4.44500	1.01784
11.09.2007	4.45000	1.01796
12.09.2007	4.44438	1.01808
13.09.2007	4.43063	1.01821
14.09.2007	4.42500	1.01833
17.09.2007	4.42625	1.01870
18.09.2007	4.43000	1.01882
19.09.2007	4.41813	1.01894
20.09.2007	4.41438	1.01906
21.09.2007	4.41500	1.01919
24.09.2007	4.41000	1.01955
25.09.2007	4.40875	1.01967
26.09.2007	4.40875	1.01980
27.09.2007	4.40688	1.01992
28.09.2007	4.40688	1.02004
01.10.2007	4.39000	1.02041
02.10.2007	4.38250	1.02053
03.10.2007	4.37063	1.02065
04.10.2007	4.35375	1.02077
05.10.2007	4.33625	1.02089
08.10.2007	4.32875	1.02125
09.10.2007	4.30938	1.02137
10.10.2007	4.28000	1.02149
11.10.2007	4.25000	1.02161
12.10.2007	4.20000	1.02173
15.10.2007	4.18438	1.02208
16.10.2007	4.18000	1.02219
17.10.2007	4.18000	1.02231
18.10.2007	4.17375	1.02242
19.10.2007	4.17000	1.02254
22.10.2007	4.17313	1.02289
23.10.2007	4.17000	1.02300
24.10.2007	4.16375	1.02312
25.10.2007	4.15375	1.02323
26.10.2007	4.15625	1.02335
29.10.2007	4.15750	1.02369
30.10.2007	4.15875	1.02381
31.10.2007	4.15563	1.02381
01.11.2007	4.15000	1.02393
02.11.2007	4.14375	1.02404



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index                  Index**

Date	PX_LAST	Index
05.11.2007	4.14375	1.02439
06.11.2007	4.14000	1.02450
07.11.2007	4.14375	1.02462
08.11.2007	4.13875	1.02473
09.11.2007	4.13500	1.02485
12.11.2007	4.13625	1.02519
13.11.2007	4.14000	1.02531
14.11.2007	4.14000	1.02542
15.11.2007	4.14188	1.02554
16.11.2007	4.14438	1.02565
19.11.2007	4.15750	1.02600
20.11.2007	4.16938	1.02611
21.11.2007	4.17375	1.02623
22.11.2007	4.19563	1.02634
23.11.2007	4.20250	1.02646
26.11.2007	4.19188	1.02681
27.11.2007	4.17750	1.02693
28.11.2007	4.16625	1.02704
29.11.2007	4.80938	1.02716
30.11.2007	4.82125	1.02730
03.12.2007	4.83625	1.02770
04.12.2007	4.84875	1.02783
05.12.2007	4.85438	1.02797
06.12.2007	4.85625	1.02811
07.12.2007	4.87563	1.02824
10.12.2007	4.89625	1.02865
11.12.2007	4.92250	1.02879
12.12.2007	4.94500	1.02893
13.12.2007	4.93500	1.02906
14.12.2007	4.93375	1.02920
17.12.2007	4.92375	1.02962
18.12.2007	4.58813	1.02976
19.12.2007	4.56375	1.02988
20.12.2007	4.53500	1.03001
21.12.2007	4.46625	1.03014
24.12.2007	4.43688	1.03051
25.12.2007	4.43688	1.03064
26.12.2007	4.43688	1.03076
27.12.2007	4.42250	1.03089
28.12.2007	4.29438	1.03101
31.12.2007	4.28125	1.03137
01.01.2008	4.28125	1.03149
02.01.2008	4.22625	1.03161
03.01.2008	4.21000	1.03173
04.01.2008	4.20313	1.03185
07.01.2008	4.20000	1.03220
08.01.2008	4.20000	1.03232
09.01.2008	4.21000	1.03243
10.01.2008	4.20500	1.03255
11.01.2008	4.20000	1.03267
14.01.2008	4.20125	1.03302
15.01.2008	4.20188	1.03314



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
16.01.2008	4.19625	1.03326
17.01.2008	4.19375	1.03337
18.01.2008	4.18688	1.03349
21.01.2008	4.18563	1.03384
22.01.2008	4.17000	1.03396
23.01.2008	4.16938	1.03408
24.01.2008	4.17625	1.03420
25.01.2008	4.19000	1.03431
28.01.2008	4.18688	1.03466
29.01.2008	4.19000	1.03478
30.01.2008	4.19375	1.03490
31.01.2008	4.19250	1.03490
01.02.2008	4.19125	1.03502
04.02.2008	4.19000	1.03537
05.02.2008	4.18063	1.03549
06.02.2008	4.17625	1.03561
07.02.2008	4.17625	1.03572
08.02.2008	4.17063	1.03584
11.02.2008	4.17563	1.03619
12.02.2008	4.17625	1.03631
13.02.2008	4.17813	1.03643
14.02.2008	4.17938	1.03654
15.02.2008	4.18000	1.03666
18.02.2008	4.18000	1.03701
19.02.2008	4.18000	1.03713
20.02.2008	4.18000	1.03725
21.02.2008	4.18125	1.03737
22.02.2008	4.17875	1.03748
25.02.2008	4.18125	1.03784
26.02.2008	4.18563	1.03795
27.02.2008	4.18813	1.03807
28.02.2008	4.20125	1.03819
29.02.2008	4.20125	1.03831
03.03.2008	4.20000	1.03866
04.03.2008	4.20125	1.03878
05.03.2008	4.20250	1.03890
06.03.2008	4.21250	1.03902
07.03.2008	4.27000	1.03914
10.03.2008	4.29688	1.03950
11.03.2008	4.30750	1.03962
12.03.2008	4.30375	1.03974
13.03.2008	4.30563	1.03986
14.03.2008	4.31375	1.03998
17.03.2008	4.33188	1.04035
18.03.2008	4.33688	1.04047
19.03.2008	4.34813	1.04059
20.03.2008	4.35625	1.04072
21.03.2008	4.35625	1.04084
24.03.2008	4.35625	1.04121
25.03.2008	4.37250	1.04133
26.03.2008	4.38188	1.04145
27.03.2008	4.38313	1.04158



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
28.03.2008	4.36000	1.04170
31.03.2008	4.35875	1.04207
01.04.2008	4.35688	1.04220
02.04.2008	4.35188	1.04232
03.04.2008	4.35125	1.04244
04.04.2008	4.34938	1.04256
07.04.2008	4.34750	1.04293
08.04.2008	4.35063	1.04306
09.04.2008	4.35313	1.04318
10.04.2008	4.35938	1.04330
11.04.2008	4.36375	1.04343
14.04.2008	4.36688	1.04380
15.04.2008	4.37063	1.04392
16.04.2008	4.37250	1.04405
17.04.2008	4.37063	1.04417
18.04.2008	4.37375	1.04429
21.04.2008	4.37750	1.04466
22.04.2008	4.38813	1.04479
23.04.2008	4.38688	1.04491
24.04.2008	4.38563	1.04504
25.04.2008	4.38813	1.04516
28.04.2008	4.38688	1.04554
29.04.2008	4.38563	1.04566
30.04.2008	4.38688	1.04578
01.05.2008	4.38813	1.04591
02.05.2008	4.38625	1.04603
05.05.2008	4.38563	1.04641
06.05.2008	4.38625	1.04653
07.05.2008	4.38313	1.04666
08.05.2008	4.38438	1.04678
09.05.2008	4.38313	1.04691
12.05.2008	4.38125	1.04728
13.05.2008	4.38313	1.04740
14.05.2008	4.38313	1.04753
15.05.2008	4.37688	1.04765
16.05.2008	4.37063	1.04778
19.05.2008	4.37188	1.04815
20.05.2008	4.37563	1.04827
21.05.2008	4.37313	1.04840
22.05.2008	4.37438	1.04852
23.05.2008	4.37438	1.04865
26.05.2008	4.37375	1.04902
27.05.2008	4.37313	1.04915
28.05.2008	4.37125	1.04927
29.05.2008	4.46188	1.04940
30.05.2008	4.46000	1.04952
02.06.2008	4.46219	1.04978
03.06.2008	4.46500	1.04990
04.06.2008	4.45938	1.05003
05.06.2008	4.45625	1.05016
06.06.2008	4.47625	1.05029
09.06.2008	4.47375	1.05067



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
10.06.2008	4.47125	1.05080
11.06.2008	4.47125	1.05092
12.06.2008	4.47188	1.05105
13.06.2008	4.46875	1.05118
16.06.2008	4.47125	1.05156
17.06.2008	4.48063	1.05169
18.06.2008	4.48000	1.05182
19.06.2008	4.49250	1.05195
20.06.2008	4.48938	1.05207
23.06.2008	4.48938	1.05246
24.06.2008	4.48938	1.05259
25.06.2008	4.48063	1.05272
26.06.2008	4.46000	1.05284
27.06.2008	4.43688	1.05297
30.06.2008	4.43938	1.05335
01.07.2008	4.44688	1.05348
02.07.2008	4.44313	1.05361
03.07.2008	4.46375	1.05373
04.07.2008	4.46625	1.05386
07.07.2008	4.46750	1.05424
08.07.2008	4.46875	1.05437
09.07.2008	4.46875	1.05450
10.07.2008	4.46813	1.05463
11.07.2008	4.46500	1.05476
14.07.2008	4.46563	1.05514
15.07.2008	4.46563	1.05527
16.07.2008	4.46563	1.05540
17.07.2008	4.46813	1.05552
18.07.2008	4.46688	1.05565
21.07.2008	4.46875	1.05604
22.07.2008	4.47250	1.05616
23.07.2008	4.48000	1.05629
24.07.2008	4.48250	1.05642
25.07.2008	4.48625	1.05655
28.07.2008	4.48125	1.05694
29.07.2008	4.47750	1.05706
30.07.2008	4.47688	1.05719
31.07.2008	4.47813	1.05719
01.08.2008	4.47813	1.05732
04.08.2008	4.48188	1.05771
05.08.2008	4.48250	1.05784
06.08.2008	4.47813	1.05796
07.08.2008	4.48063	1.05809
08.08.2008	4.47813	1.05822
11.08.2008	4.48188	1.05861
12.08.2008	4.48063	1.05874
13.08.2008	4.48188	1.05887
14.08.2008	4.48063	1.05899
15.08.2008	4.48250	1.05912
18.08.2008	4.48375	1.05951
19.08.2008	4.47938	1.05964
20.08.2008	4.47813	1.05977



**Interest Calculation (according to Term Sheet / 1 m Libor Rate)**

**EE0001M Index Index**

Date	PX_LAST	Index
21.08.2008	4.47375	1.05990
22.08.2008	4.47375	1.06003
25.08.2008	4.47938	1.06041
26.08.2008	4.47875	1.06054
27.08.2008	4.47688	1.06067
28.08.2008	4.50250	1.06080
29.08.2008	4.50438	1.06093
01.09.2008	4.50813	1.06119
02.09.2008	4.50813	1.06132
03.09.2008	4.51125	1.06145
04.09.2008	4.51250	1.06158
05.09.2008	4.51063	1.06171
08.09.2008	4.51000	1.06210
09.09.2008	4.51250	1.06223
10.09.2008	4.50875	1.06236
11.09.2008	4.51125	1.06249
12.09.2008	4.51188	1.06262
15.09.2008	4.52438	<b>1.06301</b>



**Attachment 2 Lehman Securities Programs Proof of Claim (Reference to Number 3. and 4.)**

**SWISSCANTO (LU)SICAV II ADVISORY COMPANY HOLDING S.A**



Name	ISIN	Euroclear Bank Electronic Reference Number	Euroclear Account Number
SW (LU) Sicav II Portfolio Fund Yield (EUR)	XS0292528311	6050265	16318
SW (LU) Sicav II Portfolio Fund Balanced (EUR)	XS0292528311	6050264	16318



Account statement custodian



**Swisscanto (LU) SICAV II**  
69, route d'Esch  
L-1470 Luxembourg

Our references  
Fund Corporate Services, JEP, 5626

Esch/Alzette, le 16<sup>th</sup> October 2009

Dear Sirs,

In our function as depositary bank of the fund Swisscanto (LU) SICAV II we herewith confirm that the securities are held in accounts in favor of the following sub-funds:

Account number	Fund Name	ISIN	Name Security	Currency	Holding
099990384	Swisscanto (LU) SICAV II Portfolio Balanced EUR	XS0292528311	LEHMAN BROTH.TR. AREVO 30MAR13	EUR	200 000,0000
099990385	Swisscanto (LU) SICAV II Portfolio Yield EUR	XS0292528311	LEHMAN BROTH.TR. AREVO 30MAR13	EUR	300 000,0000

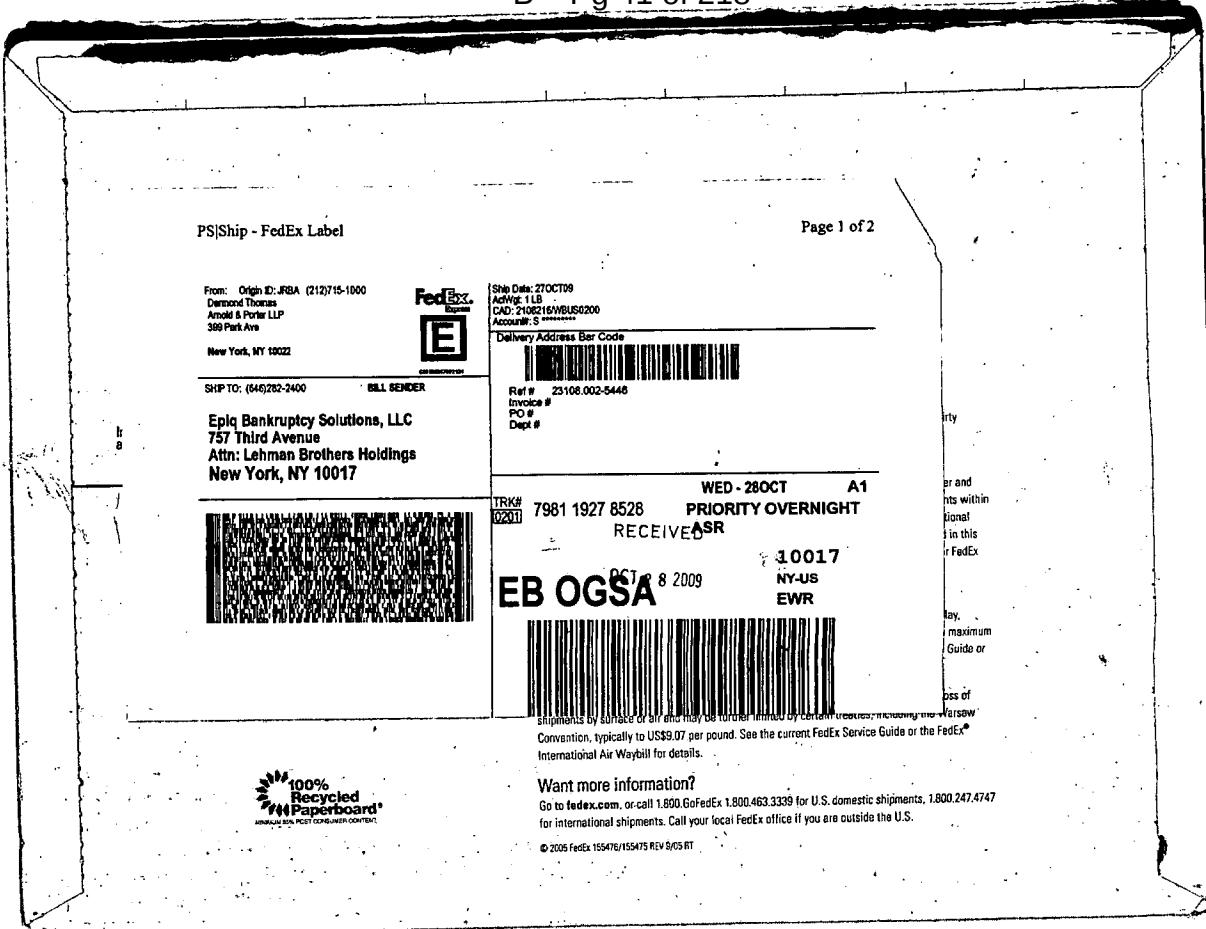
Yours faithfully

**RBC Dexia Investor Services Bank S.A.**  
société anonyme

  
Gérard Pirsch  
Attaché

  
Caroline Denies  
Senior Manager







**United States Bankruptcy Court / Southern District Of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re: Chapter 11  
 Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)  
 Debtors. (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman  
 Programs Securities as listed on  
<http://www.lehman-docket.com> as of July 17, 2009

OCT 29 2009

THIS SPACE IS FOR COURT USE ONLY  
 EPIQ BANKRUPTCY SOLUTIONS, LLC

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Eurosai Finanziaria di Partecipazioni S.r.l.**

c/o Morrison & Foerster LLP  
 1290 Avenue of the Americas  
 New York, New York 10104  
 Attn: John A. Pintarelli, Esq.

Telephone number: 212-468-8000 Email Address: [jptarelli@mofo.com](mailto:jptarelli@mofo.com)

Name and address where payment should be sent (if different from above)

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_

Filed on: \_\_\_\_\_

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: Not less than \$9,380,806.23 (See Appendix)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): (See Appendix)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**See Appendix**

**(Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**See Appendix**

**(Required)**

5. Consent to Euroclear Bank, Cl and are deemed to have authorized, and holdings of Lehman Programs

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000055727

I, you consent to,  
 disclose your identity  
 ms and distributions  
 me and title, if any,  
 lress and telephone  
 er of attorney, if any.

**FOR COURT USE ONLY**

EUROSAI - Finanziaria di Partecipazioni S.r.l.  
 Il Presidente  
 (dr. Emanuele ERBETTA)

Date: 19/10/09  
 Signature: of the credit  
 number if di



**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

<u>DEFINITIONS</u>		<u>INFORMATION</u>
<b>Debtor</b> A debtor is the person, corporation, or other entity that has filed a bankruptcy case. <b>Creditor</b> A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. <b>Claim</b> A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.	<b>Proof of Claim</b> A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:  <b>Lehman Brothers Holdings Claims Processing</b> <b>c/o Epiq Bankruptcy Solutions, LLC</b> <b>FDR Station, PO Box 5076</b> <b>New York, NY 10150-5076</b>  <b>Lehman Programs Security</b> Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.	<b>Acknowledgment of Filing of Claim</b> To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system ( <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> ) to view your filed proof of claim. <b>Claims to Purchase a Claim</b> Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 <i>et seq.</i> ), and any applicable orders of the bankruptcy court.



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

Lehman Brothers Holdings Inc.

Debtor.

Chapter 11

Case No. 08-13555 (JMP)

**APPENDIX TO PROOF OF CLAIM  
OF EUROSAI FINANZIARIA DI PARTECIPAZIONI S.R.L.**

**A. Amount of Proof of Claim.**

1. As of September 15, 2008 (the “Petition Date”), the above-captioned debtor, Lehman Brothers Holdings Inc. (the “Debtor”), was indebted and liable to Eurosai Finanziaria di Partecipazioni S.r.l. (“Eurosai”) in the amount of €6,586,257.27 (\$9,380,806.23) (the “Claim Amount”) for the reasons set forth herein below. Details of the individual securities can be found on Schedule A attached to this Appendix.

2. In addition to the Claim Amount, Eurosai may have claims against the Debtor for, among other things, certain costs and expenses incurred by Eurosai both prior to and since the Petition Date, including professional fees and disbursements. In addition, Eurosai reserves the right to claim pre-petition and post-petition interest with respect to all of the Claim Amount to the maximum extent permitted by law. The total amount of such fees, charges, costs, expenses, interest, and/or attorneys’ fees cannot, at this time, be calculated or estimated with certainty. However, Eurosai does not waive its rights to any and all such interest, fees, charges, costs, expenses, and/or attorneys’ fees by not stating a specific amount therefore at this time.



**B. Reservation of Rights.**

3. In addition to damages resulting from the Debtor's default, Eurosai may have claims against the Debtor for the costs and expenses (including, without limitation, professional fees and expenses) resulting from the Debtor's actions.
4. Eurosai expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims asserted by the Debtor, if any, including without limitation, any claims asserted against Eurosai.

**C. Administrative Claim Status.**

5. This Proof of Claim is without prejudice to Eurosai's right to assert (a) that some or all of the amounts set forth herein are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of Chapter 11, Title 11, United States Code (the "Bankruptcy Code"); or (b) that Eurosai holds other claims, rights and remedies against the Debtor that are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code.

**D. Amendment of Claim Amount.**

6. The Claim Amount is subject to adjustment and amendment for a variety of reasons, including, without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, and the assertion of any rights of setoff and/or recoupment. In that regard, Eurosai reserves the right to amend or supplement this Proof of Claim accordingly or to set forth the Claim Amount with more



particularity (including, but not limited to, in a liquidated amount) as Eurosai obtains more information.

**E. Other.**

7. No judgment has been rendered on Eurosai's claims herein.
8. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Eurosai's rights against any other entity or person that may be liable for all or any part of the claims asserted herein; (ii) a consent by Eurosai to the jurisdiction of this Court with respect to any proceeding commenced in these cases against or otherwise involving the Debtor and/or Eurosai; (iii) a waiver of the right to withdraw the reference with respect to the subject matter of these claims, any objection or other proceeding commenced with respect thereto or any other proceedings commenced in these cases or otherwise involving the Debtor and/or Eurosai; (iv) an election of remedies that waives or otherwise affects any other remedy; or (v) a waiver of any of Eurosai's rights to have the Claim Amount and any defenses, counterclaims or objections thereto determined before a jury, by arbitration, or before any other judicial or administrative body having jurisdiction, and to the extent necessary to preserve such rights, makes demand therefore.
9. All notices governing this Proof of Claim should be sent to the addresses set forth on the Proof of Claim form to which this Appendix is annexed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



Dated: October 11, 2009  
Milan, Italy

Eurosai Finanziaria di  
Partecipazioni S.r.l..

By: Eurosai Finanziaria di Partecipazioni S.r.l.  
Presidente  
(dr. Emanuele ERBETTA)



**Schedule A****Information Regarding Lehman Programs Securities**

<b>Issuer</b>	<b>Guarantor (if applicable)</b>	<b>ISIN</b>	<b>Principal</b>	<b>Accrued and Unpaid Interest as of Petition Date</b>	<b>Total Claim Amount</b>	<b>Custodian/ Sub-Custodian/ Clearstream Account Number</b>	<b>Blocking Number</b>
Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	XSO200284247	\$2,136,450.00	\$65,162.58	\$2,201,612.58 <sup>1</sup>	Banca Intesa SanPaolo a/c 11037	CA06062
Lehman Brothers Holdings, Inc.		XSO224346592	\$7,121,500.00	\$57,693.65	\$7,179,193.65 <sup>1</sup>	Banca Intesa SanPaolo a/c 11037	CA06063

<sup>1</sup> These securities were originally owned by Banca Sai. On March 3, 2009, Banca Sai partially demerged and the entire amount of securities listed herein, previously owned by Banca Sai were transferred to Eurosai, rendering Eurosai the beneficial owner of the securities and the successor party-in-interest to any claims against LBHI and its affiliates as a result of such ownership.



MORRISON | FOERSTER

1290 AVENUE OF THE AMERICAS

NEW YORK, NY 10104-0050

TELEPHONE: 212.468.8000

FACSIMILE: 212.468.7900

WWW.MOFO.COM

MORRISON & FOERSTER LLP

NEW YORK, SAN FRANCISCO,  
LOS ANGELES, PALO ALTO,  
SAN DIEGO, WASHINGTON, D.C.  
NORTHERN VIRGINIA, DENVER,  
SACRAMENTO, WALNUT CREEK

TOKYO, LONDON, BEIJING,  
SHANGHAI, HONG KONG,  
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact

212.468.8045

Telefacsimile: 212.209.1835

LMarinuzzi@mofo.com

**BY HAND DELIVERY**

Lehman Brothers Holdings Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
757 3rd Avenue  
3rd Floor  
New York, NY 10017  
**Attn: Bridget Gallerie**

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Fondiaria-Sai S.p.A., enclosed are claim forms regarding Lehman Brothers Holdings Inc., filed on behalf of the following companies:

Banca Sai S.p.A.  
BIM Vita S.p.A.  
Eurosai Finanziaria Partecipazioni S.r.l.  
Fondiaria-Sai S.p.A.  
Milano Assicurazioni S.p.A.  
Popolare Vita S.p.A.  
Systema Vita Compagnia di Assicurazioni S.p.A.

Also enclosed are withdrawals of claims for each of the above named companies, except Banca Sai S.p.A.

Please date-stamp the enclosed copies of the claim forms and withdrawals and return them to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,

Lorenzo Marinuzzi

Enclosures



MORRISON | FOERSTER

1290 AVENUE OF THE AMERICAS  
NEW YORK, NY 10104-0050  
TELEPHONE: 212.468.8000  
FACSIMILE: 212.468.7900  
WWW.MOFO.COM

MORRISON & FOERSTER LLP  
NEW YORK, SAN FRANCISCO,  
LOS ANGELES, PALO ALTO,  
SAN DIEGO, WASHINGTON, D.C.  
NORTHERN VIRGINIA, DENVER,  
SACRAMENTO, WALNUT CREEK  
TOKYO, LONDON, BEIJING,  
SHANGHAI, HONG KONG,  
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact  
212.468.8045  
Telefacsimile: 212.209.1835  
[LMarinuzzi@mofo.com](mailto:LMarinuzzi@mofo.com)

***BY HAND DELIVERY***

Lehman Brothers Holdings Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
757 3rd Avenue  
3rd Floor  
New York, NY 10017  
**Attn: Bridget Gallerie**

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Lehman Brothers Japan Inc., enclosed are claim forms regarding Lehman Brothers Holdings Inc.

Please date-stamp the enclosed copy of the claim form and return it to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,

Lorenzo Marinuzzi

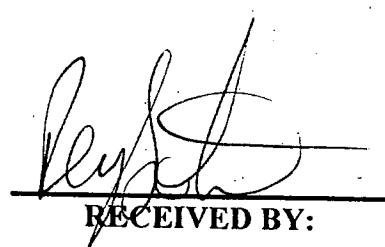
Enclosures



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**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000055815



In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Check this box to indicate that this claim amends a previously filed claim.

Credit Suisse Sucursal en España

**Court Claim Number:** \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Telephone number: Email Address:

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

- Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim:** \$ See Attached Rider **(Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

- Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN):** See Attached Rider **(Required)**

- Provide the Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

See Attached Rider **(Required)**

- Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

See Attached Rider **(Required)**

- Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

**FILED / RECEIVED**

OCT 29 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

*[Handwritten signatures over the bottom right corner of the form]*

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
Credit Suisse Sucursal en España against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse Sucursal en España (“CS”) files this claim against Lehman Brothers Holdings, Inc. (“LBHI”) based on the Lehman Programs Securities (“LPS”, whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse Sucursal en España  
1 Madison Avenue  
New York, NY 10010  
Attn: Allen Gage  
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Attn: Richard Levin  
Ph: (212) 474-1135

# SCHEDULE I

CS Entity: Credit Suisse Sucursal en España

ISIN (12 digits)	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian			Nominal Units	Nominal Units	Blocking No.
XS0282978666	EUR	CS Zurich	123,000	-	-	123,000	-	94845222
XS0325369725	USD	CS Zurich	98,000	-	-	98,000	-	94845223
XS0204933997	USD	CS Zurich	30,000	-	-	30,000	-	94845224
XS0235227302	EUR	CS Zurich	-	312	-	-	312	9484501
XS0250879763	USD	CS Zurich	218,000	-	-	218,000	-	9484502
XS0302356737	EUR	CS Zurich	-	300	-	-	300	9484503
XS0339537390	EUR	CS Zurich	387,000	-	-	387,000	-	9484504
ANN5214R1481	EUR	CS Zurich	-	50	-	-	50	9484505
XS0213416141	EUR	CS Zurich	370,000	-	-	370,000	-	9484506
XS0218304458	EUR	CS Zurich	149,000	-	-	149,000	-	9484507
XS0225841898	EUR	CS Zurich	85,000	-	-	85,000	-	9484508
XS0246504210	EUR	CS Zurich	300,000	-	-	300,000	-	9484509
XS0258901759	EUR	CS Zurich	440,000	-	-	440,000	-	9484510
XS0269149497	EUR	CS Zurich	-	135	-	-	135	9484511
ANN5214A1035	EUR	CS Zurich	-	3,553	-	-	3,553	9484512
XS0284511994	EUR	CS Zurich	300,000	-	-	300,000	-	9484513
XS0285422597	EUR	CS Zurich	380,000	-	-	380,000	-	9484514
XS0286018758	EUR	CS Zurich	7,065,000	-	-	7,065,000	-	9484515
XS0286239925	EUR	CS Zurich	23,900,000	-	-	23,900,000	-	9484516
XS0290654978	EUR	CS Zurich	150,000	-	-	150,000	-	9484517
XS0308935575	EUR	CS Zurich	4,000,000	-	-	4,000,000	-	9484518
XS0308937605	USD	CS Zurich	2,000,000	-	-	2,000,000	-	9484519
XS0317359718	EUR	CS Zurich	170,000	-	-	170,000	-	9484520
XS0349908839	EUR	CS Zurich	10,730,000	-	-	10,730,000	-	9484521
XS0349908839	EUR	CS Zurich	500,000	-	-	500,000	-	6049984

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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055817	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		 THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Credit Suisse (Monaco) SAM  See Attached Rider		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ <i>(If known)</i>  Filed on: _____	
Telephone number: _____ Email Address: _____ Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><b>Amount of Claim:</b> \$ <u>See Attached Rider</u> <b>(Required)</b></p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p><b>International Securities Identification Number (ISIN):</b> <u>See Attached Rider</u> <b>(Required)</b></p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p><b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:</b></p> <p>See Attached Rider <b>(Required)</b></p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b></p> <p>See Attached Rider <b>(Required)</b></p> <p>5. <b>Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
Date. 10/07/09	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>E. CURE</u> <i>Head of Legal</i> <u>B. Achary</u> <i>Head of Operations</i> <u>Jean-Luc</u>		<div style="text-align: center;"> <b>FOR COURT USE ONLY</b>  <b>FILED / RECEIVED</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content;">OCT 29 2009</div>  <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF  
Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. (“CS”) files this claim against Lehman Brothers Holdings, Inc. (“LBHI”) based on the Lehman Programs Securities (“LPS”, whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M.  
1 Madison Avenue  
New York, NY 10010  
Attn: Allen Gage  
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Attn: Richard Levin  
Ph: (212) 474-1135

# SCHEDULE I

CS Entity: Credit Suisse (Monaco) S.A.M.

ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian		Nominal Units	Blocking No
			Nominal Units	Nominal		
XS0335964648	EUR	CS Zurich	10,000	-	10,000	-
XS0325369725	USD	CS Zurich	300,000	-	300,000	-
XS0186883798	USD	CS Zurich	712,000	-	712,000	-
XS0204933997	USD	CS Zurich	1,010,000	-	1,010,000	-
XS0266486025	USD	CS Zurich	1,000,000	-	1,000,000	-
XS0303746571	EUR	CS Zurich	310,000	-	310,000	-
XS0347732892	USD	CS Zurich	50,000	-	50,000	-
XS0213899510	EUR	CS Zurich	1,312,000	-	1,312,000	-
XS0186243118	CHF	CS Zurich	50,000	-	50,000	-
XS0082350587	ITL	CS Zurich	615,000,000	-	615,000,000	-
XS0210433206	EUR	CS Zurich	130,000	-	130,000	-
XS0210414750	GBP	CS Zurich	50,000	-	50,000	-
XS02244346592	EUR	CS Zurich	60,000	-	60,000	-
XS0229269856	EUR	CS Zurich	234,000	-	234,000	-
XS0252834576	EUR	CS Zurich	500,000	-	500,000	-
XS0256368308	USD	CS Zurich	100,000	-	100,000	-
XS0326978102	USD	CS Zurich	1,990,000	-	1,990,000	-
ANN521338783	USD	CS Zurich	-	8	-	8
XS0292459327	USD	CS Zurich	300,000	-	300,000	-
XS0302356737	EUR	CS Zurich	-	300	-	300
XS0308389807	USD	CS Zurich	920,000	-	920,000	-
XS0339537390	EUR	CS Zurich	150,000	-	150,000	-
XS0327236914	EUR	CS Zurich	804,000	-	804,000	-
XS0343681473	EUR	CS Zurich	2,000,000	-	2,000,000	-
XS0337337710	CHF	CS Zurich	30,000	-	30,000	-
DE000A0TQG23	EUR	CS Zurich	80,000	-	80,000	-

CS Entity: Credit Suisse (Monaco) S.A.M.

ISIN	Denominational Currency	(Sub-)Custodian	Total Holdings at each (Sub-)Custodian			Blocking No.
			Nominal	Units	Nominal	
XS0362500893	USD	CS Zurich	2,000,000	-	2,000,000	9454858
XS0310847503	USD	CS Zurich	3,000,000	-	3,000,000	9454859
XS0317359478	USD	CS Zurich	3,000,000	-	3,000,000	9454860
XS0383013066	USD	CS Zurich	2,030,000	-	2,030,000	9454861
XS0360038714	USD	CS Zurich	2,000,000	-	2,000,000	9454862
XS0310125546	EUR	CS Zurich	300,000	-	300,000	9454863

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R. Salas

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<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055837	
			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli		with a copy to: Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza Telephone number: (212) 801-1278 Email: diconzam@gtlaw.com	
		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
		<b>Court Claim Number:</b> _____ <i>(If known)</i>	
		Filed on: _____	
Name and address where payment should be sent (if different from above) (Same as above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: +41 44 226 1241 Email Address: isabel.faragalli@efggroup.com			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p>			
<b>Amount of Claim:</b> \$ <u>See Exhibit A to Attachment to Proof of Claim</u> (Required) <input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p>			
<b>International Securities Identification Number (ISIN):</b> <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p>			
<b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</b> <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p>			
<b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</b> Clearstream # 32441 (Required)			
<p>5. <b>Consent to Euroclear Bank, Clearstream Bank or Other Depository:</b> By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>		<div style="text-align: right; border: 1px solid black; padding: 5px;"> <span style="font-size: small;">FOR OFFICIAL USE ONLY</span>  <b>FILED &amp; RECEIVED</b>  OCT 29 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC </div>	
Date.  <i>10/28/09</i>	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>Maria J. DiConza</i> <i>Maria J. DiConza</i>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



EFG Bank  
Bahnhofstrasse 16 / P.O. Box 2255  
8022 Zurich / Switzerland  
Telephone +41 44 226 17 17  
Facsimile +41 44 226 17 26  
[www.efgbank.com](http://www.efgbank.com)

### POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "Lehman Bar Date Order"), EFG Bank AG, Zurich (the "Company") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "Attorney"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- (i) Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- (ii) to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

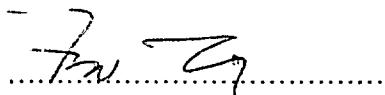
The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

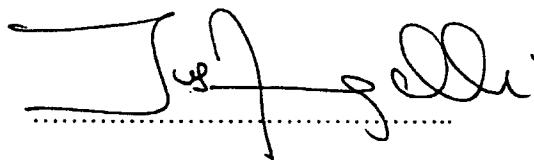
27 October 2009

EFG Bank AG



Name: Fred Link

Title: General Counsel



Name: Isabel Faragalli

Title: First Vice President

**ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG  
IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.**

**A. Introduction**

1. On September 15, 2008 (the “**Petition Date**”), Lehman Brothers Holdings Inc. (“LBHI”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the “**Debtors**”) filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.

2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the “**Bar Date Order**”) (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the “**Securities Program Bar Date**”) as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors’ affiliates outside of the United States, which is identified on <http://www.lehman-docket.com> under the heading “Lehman Program Securities” (each, a “**Lehman Program Security**” and collectively, the “**Lehman Program Securities**”). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the “**Claimant**”) hereby files this Lehman Program Security Proof of Claim.

**B. Claim Arising Under Lehman Program Securities**

3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number (“**ISIN**”) identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as **Exhibit A**.

4. The Claimant asserts a claim (the “**Claim**”) for each Lehman Program Security in the aggregate liquidated amount as set forth on **Exhibit A** as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

**C. Guaranty Claim**

5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the “**Guaranty**”).

6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

**D. Reservation of Rights**

7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.

8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.

9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.

11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.

12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.

13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

**D. Notices**

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG  
Bahnhofstrasse 16  
P.O. Box 2255  
8022 Zurich  
Switzerland  
Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP  
200 Park Avenue  
New York, NY 10166  
Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

*NY239,760,703v3*

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
EUR	ANN5214A7313	CA58234	13'373	N/A	19'047	N/A	19'047
EUR	CH0027120770	CA58236	120	N/A	171	N/A	171
EUR	XS0176153350	CA58237	150'000	2'790	213'645	3'974	217'619
EUR	XS0185349916	CA58238	2'035'000	N/A	2'898'451	N/A	2'898'451
USD	XS0186883798	CA58239	307'287	N/A	307'287	N/A	307'287
EUR	XS0189741001	CA58287	541'000	5'592	770'546	7'965	778'511
EUR	XS0193035358	CA58291	14'000	49	19'940	69	20'009
USD	XS0204933997	CA74140	75'000	1'369	75'000	1'369	76'369
EUR	XS0205185456	CA58293	50'000	261	71'215	372	71'587
USD	XS0207884379	CA36175	50'000	N/A	50'000	N/A	50'000
EUR	XS0208459023	CA58294	30'000	425	42'729	605	43'334
EUR	XS0210782552	CA67433	12'000	264	17'092	376	17'468
EUR	XS0213629487	CA67434	60'000	N/A	85'458	N/A	85'458
USD	XS0216140094	CA67435	120'000	677	120'000	677	120'677
EUR	XS0218304458	CA67436	125'000	2'965	178'038	4'223	182'261
EUR	XS0229584296	CA67444	320'000	22'362	455'776	31'851	487'627
EUR	XS0252835110	CA67483	250'000	1'471	356'075	2'096	358'171
CHF	XS0261032238	CA67804	1'000	N/A	1'116	N/A	1'116
USD	XS0277470943	CA67832	225'000	N/A	225'000	N/A	225'000
EUR	XS0284114567	CA74141	700'000	N/A	997'010	N/A	997'010
SEK	XS0293731914	CA92121	440'000	N/A	65'095	N/A	65'095
USD	XS0299103084	CA67884	100'000	N/A	100'000	N/A	100'000
SEK	XS0299624568	CA67909	9'000'000	N/A	1'331'499	N/A	1'331'499
EUR	XS0301365945	CA74145	760'000	N/A	1'082'468	N/A	1'082'468

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
CZK	XS0307355445	CA36181	5'800'000	124'004	343'459	7'343	350'803
EUR	XS0307745744	CA67966	500'000	5'552	712'150	7'908	720'058
EUR	XS0308319341	CA67988	30'000	N/A	42'729	N/A	42'729
CHF	XS0309835139	CA67999	244	N/A	272	N/A	272
USD	XS0319211982	CA68000	200'000	N/A	200'000	N/A	200'000
EUR	XS0319631098	CA68003	3'000'000	N/A	4'272'900	N/A	4'272'900
USD	XS0323108265	CA68033	315'000	N/A	315'000	N/A	315'000
USD	XS0323849199	CA68127	770'000	N/A	770'000	N/A	770'000
EUR	XS0323849355	CA68128	960'000	N/A	1'367'328	N/A	1'367'328
USD	XS0324091304	CA68138	1'000'000	N/A	1'000'000	N/A	1'000'000
EUR	XS0326006540	CA68139	200'000	9'794	284'860	13'950	298'810
EUR	XS0326085742	CA68140	1'074'000	N/A	1'529'698	N/A	1'529'698
SEK	XS0326108973	CA69187	12'550'000	N/A	1'856'701	N/A	1'856'701
CHF	XS0326427480	CA69188	50'000	2'300	55'795	2'567	58'362
USD	XS0328922645	CA69202	665'000	N/A	665'000	N/A	665'000
EUR	XS0328923379	CA69221	2'325'000	N/A	3'311'498	N/A	3'311'498
USD	XS0331874163	CA69222	366'000	46'511	366'000	46'511	412'511
USD	XS0333449295	CA69278	985'000	N/A	985'000	N/A	985'000
USD	XS0334693818	CA69282	5'000'000	N/A	5'000'000	N/A	5'000'000
USD	XS0336218762	CA69287	560'000	N/A	560'000	N/A	560'000
USD	XS0336850762	CA58226	400'000	N/A	400'000	N/A	400'000
EUR	XS0336951107	CA69305	503'000	N/A	716'423	N/A	716'423
CHF	XS0338492571	CA69307	2'093'000	N/A	2'335'579	N/A	2'335'579
USD	XS0338493033	CA69310	60'000	N/A	60'000	N/A	60'000

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

Currency (CCY)	ISIN CODE	Clearstream Blocking Number (#)	Principal to Claim in Local Currency	Accrued Interest to Claim in Local Currency	Principal to Claim in USD (as at 09/15/2008)	Accrued Interest to Claim in USD (as at 09/15/2008)	Total Claim in USD (as at 09/15/2008)
USD	XS0339408238	CA69311	1'530'922	N/A	1'530'922	N/A	1'530'922
EUR	XS0339408584	CA91763	1'170'000	N/A	1'666'431	N/A	1'666'431
EUR	XS0339537390	CA36371	150'000	N/A	213'645	N/A	213'645
EUR	XS0342406716	CA69312	773'000	N/A	1'100'984	N/A	1'100'984
USD	XS0344556864	CA69314	3'854'000	N/A	3'854'000	N/A	3'854'000
EUR	XS0344557839	CA69316	1'747'000	N/A	2'488'252	N/A	2'488'252
EUR	XS0345061591	CA69317	1'000'000	N/A	1'424'300	N/A	1'424'300
USD	XS0346438061	CA69319	75'000	N/A	75'000	N/A	75'000
USD	XS0346466781	CA69324	110'000	N/A	110'000	N/A	110'000
HKD	XS0349512094	CA69325	1'000'000	N/A	128'366	N/A	128'366
USD	XS0350764337	CA69327	2'000'000	N/A	2'000'000	N/A	2'000'000
EUR	XS0351766836	CA69328	2'455'000	N/A	3'496'657	N/A	3'496'657
EUR	XS0364438639	CA69329	200'000	N/A	284'860	N/A	284'860
USD	XS0368988522	CA69330	2'050'000	N/A	2'050'000	N/A	2'050'000
USD	XS0382037975	CA69332	200'000	N/A	200'000	N/A	200'000
USD	XS0384368485	CA69335	200'000	N/A	200'000	N/A	200'000
TOTAL IN USD				57'456'466	131'855	57'588'321	

Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates  
(as at 09/15/2008)

**EXCHANGE RATES (AS AT 09/15/2008)**

Type of Currency (CCY)	Abbreviation	Rate
Euro	EUR	1.4243
Swiss Franc	CHF	1.1159
Swedish Kronor	SEK	6.7593
Czech Kronor	CZK	16.8870
Australian Dollar	AUD	0.8066
Hong Kong Dollar	HKD	7.7902
United States Dollar	USD	1.0000

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**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No 08-13555 (JMP)  
 (Jointly Administered)

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000055855



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Bank Hapoalim (Switzerland) Ltd.  
 Stockerstrasse 33  
 CH-8002 Zuerich, Switzerland  
 Attention: Brigitte Fotsch & Rudolf Brunner  
 With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas,  
 New York, NY 10019-6064, Attention: Douglas R. Davis  
 Telephone number: (212) 373-3000 Email Address:

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
*(If known)*

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ Please See Attachment (Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): Please See Attachment (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**Please See Attachment (Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**Please See Attachment (Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

**FILED / RECEIVED**

OCT 29 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

*P*enalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Date. October 16, 2009	Signature: Brigitte Fotsch Head of Internal Control Manager	Rudolf Brunner Head of Treasury Manager
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**ATTACHMENT TO PROOF OF CLAIM OF  
BANK HAPOALIM (SWITZERLAND) LTD.  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the “Petition Date”) and periodically thereafter, Lehman Brothers Holdings Inc. (“LBHI”), and certain of its subsidiaries (LBHI, together with such subsidiaries, the “Debtors”), filed voluntary petitions (the “Chapter 11 Cases”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the “Bar Date Order”) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the “Bar Date”) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors’ website, against the Debtors (the “Securities Programs Bar Date”).

3. Bank Hapoalim (Switzerland) Ltd. (the “Claimant”) accordingly files this Lehman Programs Securities Proof of Claim (the “Proof of Claim”) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant’s own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.<sup>1</sup> As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.<sup>2</sup>

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

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<sup>1</sup> The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

<sup>2</sup> The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the “LBHI Board Guarantee”) and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor’s Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the “S&P Guarantee,” and collectively, with the LBHI Board Guarantee, the “LBHI Guarantees”).

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the “Indemnity Claims”). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant’s participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant’s contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as:

- (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant;
- (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

**EXHIBIT A**

**LEHMAN PROGRAMS SECURITIES**

**EXHIBIT A**

**CREDITOR -**  
**Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0205437527	91668	EUROCLEAR	USD	600,000	\$600,000	6052192
XS0206245234	91668	EUROCLEAR	USD	960,000	\$960,000	6052200
XS0207502781	91668	EUROCLEAR	USD	1,050,000	\$1,050,000	6052924
XS0211092316	91668	EUROCLEAR	USD	4,100,000	\$4,100,000	6052925
XS0216140094	91668	EUROCLEAR	USD	2,170,000	\$2,170,000	6052927
XS0221564387	91668	EUROCLEAR	USD	220,000	\$220,000	6052928
XS0229269856	91668	EUROCLEAR	EUR	518,000	\$735,612	6052930
XS0257022714	91668	EUROCLEAR	EUR	210,000	\$298,221	6052931
XS0276510111	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052932
XS0280241851	91668	EUROCLEAR	USD	2,450,000	\$2,450,000	6052933
XS0301473327	91668	EUROCLEAR	SEK	225,000	\$33,274	6052934
XS0301813522	91668	EUROCLEAR	USD	510,000	\$510,000	6052935
XS0314889154	91668	EUROCLEAR	USD	920,000	\$920,000	6052936
XS0318224598	91668	EUROCLEAR	USD	250,000	\$250,000	6052937
XS0319211982	91668	EUROCLEAR	USD	1,300,000	\$1,300,000	6052938
XS0319273404	91668	EUROCLEAR	USD	220,000	\$220,000	6052939
XS0319610845	91668	EUROCLEAR	EUR	1,550,000	\$2,201,155	6052940
XS0326215893	91668	EUROCLEAR	USD	150,000	\$150,000	6052941
XS0327725528	91668	EUROCLEAR	USD	160,000	\$160,000	6052942
XS0328596316	91668	EUROCLEAR	USD	120,000	\$120,000	6052943
XS0332025120	91668	EUROCLEAR	USD	180,000	\$180,000	6052944
XS0333420395	91668	EUROCLEAR	USD	400,000	\$400,000	6053994
XS0334732491	91668	EUROCLEAR	USD	710,000	\$710,000	6052946
XS0334918322	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052948
XS0336617625	91668	EUROCLEAR	USD	550,000	\$550,000	6052949
XS0337787161	91668	EUROCLEAR	USD	1,350,000	\$1,350,000	6052950

**EXHIBIT A**

**CREDITOR -**  
**Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0339184615	91668	EUROCLEAR	USD	350,000	\$350,000	6052951
XS0339215351	91668	EUROCLEAR	USD	540,000	\$540,000	6052952
XS0339538448	91668	EUROCLEAR	USD	1,210,000	\$1,210,000	6052953
XS0340222750	91668	EUROCLEAR	USD	700,000	\$700,000	6052954
XS0340592681	91668	EUROCLEAR	USD	2,510,000	\$2,510,000	6052955
XS0344095871	91668	EUROCLEAR	USD	1,280,000	\$1,280,000	6052956
XS0346122343	91668	EUROCLEAR	USD	720,000	\$720,000	6052957
XS0346461634	91668	EUROCLEAR	USD	2,670,000	\$2,670,000	6052958
XS0346466781	91668	EUROCLEAR	USD	3,850,000	\$3,850,000	6052959
XS0346859084	91668	EUROCLEAR	USD	680,000	\$680,000	6052960
XS0347452855	91668	EUROCLEAR	USD	190,000	\$190,000	6052961
XS0347872128	91668	EUROCLEAR	USD	1,000,000	\$1,000,000	6052962
XS0347925264	91668	EUROCLEAR	USD	190,000	\$190,000	6052963
XS0349904689	91668	EUROCLEAR	USD	500,000	\$500,000	6052964
XS0351984827	91668	EUROCLEAR	USD	180,000	\$180,000	6052965
XS0352917768	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052966
XS0362500380	91668	EUROCLEAR	USD	3,070,000	\$3,070,000	6052967
XS0364167006	91668	EUROCLEAR	USD	2,390,000	\$2,390,000	6052968
XS0366383387	91668	EUROCLEAR	USD	2,400,000	\$2,400,000	6052969
XS0353780900	91668	EUROCLEAR	USD	2,000,000	\$2,000,000	6052970
XS0128857413	91279	EUROCLEAR	EUR	130,000	\$184,613	6054090
XS0206245234	91279	EUROCLEAR	USD	950,000	\$950,000	6054091
XS0207502781	91279	EUROCLEAR	USD	50,000	\$50,000	6054092
XS0216140094	91279	EUROCLEAR	USD	550,000	\$550,000	6054093
XS0264674549	91279	EUROCLEAR	GBP	60,000	\$107,334	6054094
XS0271141565	91279	EUROCLEAR	GBP	50,000	\$89,445	6054095

**EXHIBIT A**

**CREDITOR -**  
**Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0276510111	91279	EUROCLEAR	USD	1,940,000	\$1,940,000	6054096
XS0276510111	91279	EUROCLEAR	USD	50,000	\$50,000	6054097
XS0299141332	91279	EUROCLEAR	GBP	1,000,000	\$1,788,900	6054098
XS0301813522	91279	EUROCLEAR	USD	400,000	\$400,000	6054099
XS0314889154	91279	EUROCLEAR	USD	50,000	\$50,000	6054100
XS0319211982	91279	EUROCLEAR	USD	430,000	\$430,000	6054101
XS0319273404	91279	EUROCLEAR	USD	300,000	\$300,000	6054103
XS0319610845	91279	EUROCLEAR	EUR	110,000	\$156,211	6054104
XS0320655540	91279	EUROCLEAR	USD	1,000,000	\$1,000,000	6054105
XS0326215893	91279	EUROCLEAR	USD	310,000	\$310,000	6054106
XS0327725528	91279	EUROCLEAR	USD	260,000	\$260,000	6054107
XS0332025120	91279	EUROCLEAR	USD	480,000	\$480,000	6054108
XS0333117611	91279	EUROCLEAR	USD	950,000	\$950,000	6054109
XS0333420395	91279	EUROCLEAR	USD	700,000	\$700,000	6054110
XS0334918322	91279	EUROCLEAR	USD	910,000	\$910,000	6054111
XS0337787161	91279	EUROCLEAR	USD	70,000	\$70,000	6054112
XS0339184615	91279	EUROCLEAR	USD	500,000	\$500,000	6054113
XS0339538448	91279	EUROCLEAR	USD	460,000	\$460,000	6054114
XS0340592681	91279	EUROCLEAR	USD	2,770,000	\$2,770,000	6054115
XS0344095871	91279	EUROCLEAR	USD	370,000	\$370,000	6054116
XS0346461634	91279	EUROCLEAR	USD	1,100,000	\$1,100,000	6054117
XS0346466781	91279	EUROCLEAR	USD	260,000	\$260,000	6054119
XS0347229352	91279	EUROCLEAR	CAD	900,000	\$840,729	6054120
XS0347872128	91279	EUROCLEAR	USD	100,000	\$100,000	6054121
XS0349904689	91279	EUROCLEAR	USD	80,000	\$80,000	6054122
XS0351984827	91279	EUROCLEAR	USD	1,080,000	\$1,080,000	6054123

**EXHIBIT A****CREDITOR -  
Bank Hapoalim (Switzerland) Ltd.**

ISIN	DEPOSITORY PARTICIPANT ACCOUNT NUMBER	DEPOSITORY	CURRENCY	PRINCIPAL AMOUNT	PRINCIPAL AMOUNT IN US DOLLARS*	DEPOSITORY BLOCKING REFERENCE NUMBER
XS0364167006	91279	EUROCLEAR	USD	350,000	\$350,000	6054124
XS0366383387	91279	EUROCLEAR	USD	700,000	\$700,000	6054125
XS0277470943	91279	EUROCLEAR	USD	100,000	\$100,000	6054126
XS0301519681	91279	EUROCLEAR	USD	240,000	\$240,000	6054127
				Total:	\$74,355,494	

\* Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.

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**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000058578

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

BAWAG P.S.K. Invest GmbH  
 Georg-Coch-Platz 2  
 1010 Wien, Austria

Attention: Robert ZENZ

Telephone number: +43 1 24 102-23063 Email Address: [robert.zenz@bawagpskfonds.at](mailto:robert.zenz@bawagpskfonds.at)



Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim:** \$ Please see attachment (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN):** Please see attachment (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

Please see attachment (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

Please see attachment (Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

10/30/09

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*[Signature]* Jerome Randwak, Attorney-in-Fact  
 520 Madison Ave, 34F, NY, NY 10022, 212 277-4034

FOR COURT USE ONLY  
**FILED / RECEIVED**

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150- 5076**

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the ***Petition Date***) and periodically thereafter, Lehman Brothers Holdings Inc. (***LBHI***), and certain of its subsidiaries (LBHI, together with such subsidiaries, the ***Debtors***), filed voluntary petitions (the ***Chapter 11 Cases***) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the ***Bankruptcy Code***). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the ***Bar Date Order***) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the ***Bar Date***) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the ***Securities Programs Bar Date***).

3. BAWAG P.S.K. Invest GmbH (the ***Claimant***) accordingly files this Lehman Programs Securities Proof of Claim (the ***Proof of Claim***) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

customers.<sup>1</sup> As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:<sup>2</sup>

International Securities Identification Number (ISIN)	Depository Blocking Reference Number	Depository Participant Account Number	Principal Component	Interest Component (up to and including September 15, 2008)	Amount of Claim
XS0252835110	CA14785	19640	\$1,424,400.00	\$8,588.00	\$1,432,988.00
XS0231181222	CA14771	19640	\$1,210,740.00	\$38,453.82	\$1,249,193.82
XS0238228901	CA14775	19640	\$1,068,300.00	\$20,758.21	\$1,089,058.21
XS0282937985	CA22485	19640	\$1,424,400.00	\$19,182.00	\$1,443,582.00
XS0257022714	CA14889	19640	\$997,080.00	\$436.97	\$997,516.97
<b>Total:</b>			\$6,124,920.00	\$87,419.00	<b>\$6,212,339.00</b>

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than **USD 6,212,339.00** (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.

5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

<sup>1</sup> The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

<sup>2</sup> The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

claim for any additional claims which may be based on the same or additional documents or grounds of liability.

6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.

8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

10. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

11. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;

(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, Attention: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34<sup>th</sup> Floor, New York, New York 10022, Telephone number: 212-277-4000, Attention: Jerome Ranawake and Yehuda Herbst.

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT **BAWAG P.S.K INVEST GmbH** a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of **Handelsgericht Wien, Marxergasse 1a, 1030 Vienna** under FN 70844h, with corporate seat in **1010 Vienna, Austria** and business address at **Georg-Coch-Platz 2, 1010 Vienna, Austria** (the "Company"), represented by **Alois Steinböck** and **Dr. Peter Pavlicek** as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP) (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes **Jerome Ranawake and Harvey Dychiao** of **Freshfields Bruckhaus Deringer US LLP**, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

**BAWAG P.S.K INVEST GmbH** further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises.

This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this 15th day of October 2009.

**BAWAG P.S.K. INVEST GmbH**  
Signed and Delivered Georg-Coch-Platz 2  
in the Presence of A-1018 Wien

Name Mag. Robert Zenz  
Title Legal Counsel

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien

Name Mag. Robert Zenz  
Title Legal Counsel

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien

Alois Steinböck  
Member of the Management Board  
for

**BAWAG P.S.K. INVEST GmbH**  
Georg-Coch-Platz 2  
A-1018 Wien

Dr. Peter Pavlicek  
Member of the Management Board  
for  
BAWAG P.S.K. Invest GmbH

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10/30/09  
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**United States Bankruptcy Court/Southern District of New York**  
**Lehman Brothers Holdings Claims Processing Center**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, P.O. Box 5076**  
**New York, NY 10150-5076**

<b>In Re:</b> <b>Lehman Brothers Holdings Inc., et al.,</b> <b>Debtors.</b>	<b>Chapter 11</b> <b>Case No. 08-13555 (JMP)</b> <b>(Jointly Administered)</b>
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Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

## **LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP)

0000059202



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

J.P. Morgan Securities Inc.  
 c/o Susan McNamara  
 JPMorgan Legal Department  
 Mail Code: NY1-A436  
 1 Chase Manhattan Plaza – Floor 26  
 New York, NY 10005-1401, United States

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Telephone number: 212-552-1038 Email Address: Susan.McNamara@chase.com

Name and address where payment should be sent (if different from above) JPMSI Income Collection

ATTN: Wilson Dong  
 Mail Code: NY1-W030  
 One Metrotech Center – Floor 4  
 Brooklyn, NY 11201

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: 347-643-1785 Email Address: Wilson.Dong@jpmorgan.com

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ \_\_\_\_\_ See Exhibit A hereto (Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

See Exhibit A hereto

**International Securities Identification Number (ISIN): \_\_\_\_\_ (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:** \_\_\_\_\_

See Exhibit A hereto

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:** See Exhibit A hereto  
 (Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

10/27/2009

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Samantha E. Hamerman  
 Authorizing Signatory

*Samantha E. Hamerman*

**FOR COURT USE ONLY**

**FILED / RECEIVED**

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**Exhibit A to JPMSI Proof of Claim**

Total Claim Amount in USD as of 9/15/2008	Principal Amount Owed on Claim in USD as of 9/15/2008	Accrued Interest Owed on Claim in USD as of 9/15/2008	Currency	Date Acquired	Maturity Date	Acceleration Date (If an acceleration date is listed, a true copy of the acceleration notice is attached hereto.)	ISIN	Euroclear Bank Electronic Reference Blocking Number	Euroclear Account Number
\$2,700,000.00	\$2,700,000.00	\$0.00	USD	9/14/2009	10/1/2010	10/6/2009	XS0353382681	6046448	99826
\$700,000.00	\$700,000.00	\$0.00	USD	4/27/2009	3/12/2009	N/A	XS0352912371	6046447	99826
\$1,000,000.00	\$1,000,000.00	\$0.00	USD	4/23/2009	3/28/2018	10/6/2009	XS0352111016	6046446	99826
\$1,517,000.00	\$1,517,000.00	\$0.00	USD	6/17/2009	9/7/2012	N/A	XS0318224598	6046442	99826
\$1,420,000.00	\$1,420,000.00	\$0.00	USD	6/17/2009	11/7/2009	N/A	XS0328596316	6046443	99826
\$13,000,000.00	\$13,000,000.00	\$0.00	USD	6/1/2009	7/30/2009	N/A	XS03423999325	6046445	99826
\$1,000,000.00	\$1,000,000.00	\$0.00	USD	6/1/2009	2/2/2009	N/A	XS0341731767	6046444	99826
<b>\$21,337,000.00</b>									

# J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")  
Atrium  
Strawinskylaan 3105  
1077 ZX Amsterdam  
The Netherlands  
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")  
745 Seventh Avenue  
New York  
New York 10019  
USA  
Attention: Treasurer

cc: R.J. Schlimmelpenninck  
(as bankruptcy trustee of LBTCBV)  
c/o Houthoff Buruma N.V.  
Gustav Mahlerplein 50  
1082 MA Amsterdam  
PO Box 75505  
1070 AM Amsterdam  
The Netherlands

October 5, 2009

Dear Sirs

USD 6,870,000 Commodity Basket Linked Notes due 1 October 2010, Series Number 10219, ISIN - XSO353382681 (the "Notes")  
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated 28 March 2008 (as applicable).

We confirm that we are the Holder of USD2,700,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

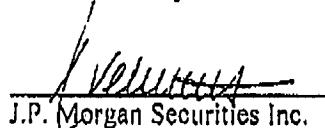
Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

  
\_\_\_\_\_  
J.P. Morgan Securities Inc.

NEELIMA VELUVOLU  
Authorized Signatory

# J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")  
Atrium  
Strawinskylaan 3105  
1077 ZX Amsterdam  
The Netherlands  
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")  
745 Seventh Avenue  
New York  
New York 10019  
USA  
Attention: Treasurer

cc: R.J. Schimmelpenninck  
(as bankruptcy trustee of LBTCBV)  
c/o Houthoff Buruma N.V.  
Gustav Mahlerplein 50  
1082 MA Amsterdam  
PO Box 75505  
1070 AM Amsterdam  
The Netherlands

October 5, 2009

Dear Sirs

USD 2,000,000 Index Linked Notes due March 28, 2018, Series Number 10105, ISIN - XSO352111016 (the "Notes")  
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated March 26, 2008 (as applicable).

We confirm that we are the Holder of USD1,000,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully

  
NEELIMA VELUVOLU  
J.P.Morgan Securities Inc.

NEELIMA VELUVOLU  
Authorized Signatory

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**STANDARD OVERNIGHT**

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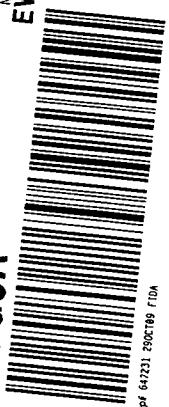
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**EB OGSA**





Type# 647231 290CT09 11/11/11

**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000060096



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**M.I. Neeft**  
**Professor van T'Hofflaan 6**  
**2251 GK VOORSCHOTEN**  
**The Netherlands**

Notice address  
 Deminor International S.C.R.L.  
 Ed. Van Nieuwenhuyse Laan 6 bt.8  
 1160 Brussels  
 Belgium

Telephone number: ++32 2 674 71 10

Email Address: dcms@deminor.com

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
*(If known)*

**Filed on:** \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ 50,943,60** (reference: ECB; 1 € = 1,4151 \$).

This amount does not include interest but the creditor reserves the right to claim interest due on the principal amount as of Sept. 15, 2008 or any other charges.

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): XS0285922133<sup>1</sup> XS0349530823<sup>2</sup>**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

**CA33845<sup>1</sup> CA39909<sup>2</sup>**

**(Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**13048**

**(Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

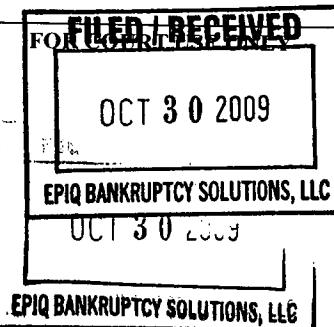
**Date.**

**10/22/2009**

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Bernard Thuysbaert, Director

Deminor International S.C.R.L.  
 Ed. Van Nieuwenhuyse Laan 6 bt.8  
 1160 Brussels, Belgium



**POWER OF ATTORNEY/VOLMACHT**

Mr/Mrs [de beer/marries]

residing at [overredacted]

OR/OFI

## The company /De onderneming

With its registered office at *smel maatschappij te zeele*

Duly represented by Mr/Mrs [redacted] *[written over redacted door]*

In its capacity of *fin zijn bediening* van

Henceforth referred to as the "Noteholder". /Hierna genoemd de "Noteholder".

Expressly declares to be a holder of notes issued by Lehman Brothers Treasury Co BV, company incorporated pursuant to the laws of the Netherlands - now in bankruptcy, with registered office at 1077 ZX Amsterdam (the Netherlands), Strawinskylaan 3105 Atrium Building (7<sup>th</sup> floor), and guaranteed by Lehman Brothers Holdings Inc., a company incorporated pursuant to the laws of Delaware (U.S.A) - now under the protection of the Chapter XI of the US Bankruptcy Code, with registered office at 10019 New York (USA), 745 Seventh Avenue.

Verklaart uitdrukkelijk Noteholder te zijn van door Lehman Brothers Treasury Co BV, een rechtschap opgericht naar Nederlands recht – een rechtschap in failliet – met maatschappelijke zetel te 1077 ZX Amsterdam (Nederland), Strawinskylaan 3105 Altrium Building (7e verdieping), en gesanctioneerd door Lehman Brothers Holdings Inc, een rechtschap opgericht naar de wet van Delaware (USA) – en onder bescherming van de Chapter 11 Bankruptcy code geplaatst, met maatschappelijke zetel te 100-19 New York (USA), 745 Seventh Avenue.

Herby appoints, with power of substitution, Deminor International CVBA, with its registered office at 1160 Brussels, Belgium, Ed. Van Nieuwenhuysselan 6b8 (hereinafter "Deminor")

Gef. hierbij een volmacht aan Denmor International CVBA, met moatedorpelijke zetel te 1160 Brussel, Bd. Van Nieuwenhuyselaan 6b8 (hierna genoemd "Denmor"), de welke de mogelijkheid bestaat om deze volmacht door te geven.

To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc in order to recover its losses suffered on its investment; and

Om in naam en voor rekening van de Noteholder een schuldbordering in te dienen in het kader van de faillissementsprocedure tegen Lehman Brothers Treasury Co BV en/of Lehman Brothers Holding Inc tenzijnde de gelden te recuperen dewelke werden genoteerd in de Notes en

To undertake every act, sign any document and accomplish any formality, useful or necessary for the execution of the present power of attorney.

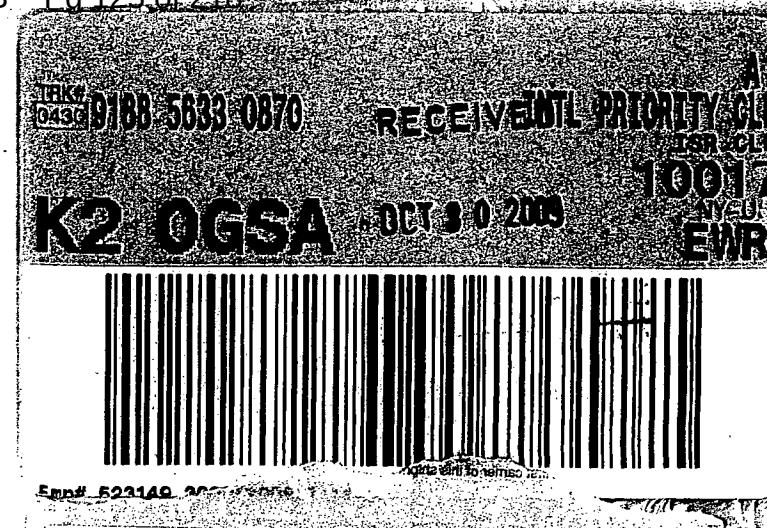
Om elke daad te stellen, elk document te tekenen en alle formaliteiten te vervullen, nuttig of noodzakelijk in de uitvoering van deze volmacht.

This Power of Attorney is subject to the laws of Belgium.

Dit volmacht is opgesteld naar Belgisch recht.

This Power of Attorney is signed on 23 oktober 2009 in  
Vilvoorde [de volmacht is getekend op [datum] in [plaats van tekenen].

Signature (handtekening): 



Svcs: INTL PRIORITY ISR  
TRCK: 9188 5633 0870  
ORIGIN ID: KNOA 3227513000 Ship Date: 29OCT09  
VIVA XPRESS LOGISTICS - INT DIV. ActWt: 5.2 KG  
CARGO TERMINAL 2-BAT 709- System#: 5428044/FWST0715  
BRUCARGO Account: S 433025326  
ZAVENTEM, 1931  
BELGIUM, BE EIN/VAT:

TO LEHMAN BROTHERS HOLDING  
EPIQ BANKRUPTCY SOLUTIONS LLC  
757 THIRD AVENUE 3D FLOOR

0015035977691

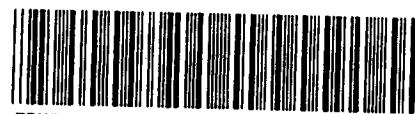
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(US)



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ISR



TRK# 9188 5633 0870 Form  
0430

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REF: 264523  
DESC1: DOCUMENTS  
DESC2:  
DESC3:  
DESC4:

COUNTRY MFG:  
CARRIAGE VALUE: EUR  
CUSTOM VALUE: EUR

SIGN: Pablo GASPAR  
T/C: S 433025326  
D/T: R

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**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000060305



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**W.M.E. Meijer**  
Distellaan 18  
**2111 BB AERDENHOUT**  
The Netherlands

**Notice address**  
Deminor International S.C.R.L.  
Ed.Van Nieuwenhuyse Laan 6 bt.8  
1160 Brussels  
Belgium

Telephone number: ++32 2 674 71 10

Email Address: dcms@deminor.com

Name and address where payment should be sent (if different from above)

Telephone number:

Email Address:

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

**Filed on:** \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim:** **\$ 93,396,60** (reference: ECB; 1 € = 1,4151 \$).

This amount does not include interest but the creditor reserves the right to claim interest due on the principal amount as of Sept. 15, 2008 or any other charges.

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): XS0346707903<sup>1</sup> XS0285922133<sup>2</sup> XS0327236757<sup>3</sup>**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  
**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

**CA39913<sup>1</sup> CA33852<sup>2</sup> CA39866<sup>3</sup>** **(Required)**

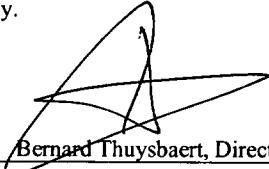
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**13048** **(Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

Date.	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
10/22/2009	 Bernard Thysbaert, Director
Deminor International S.C.R.L. Ed.Van Nieuwenhuyse Laan 6 bt.8 1160 Brussels, Belgium	

<b>FILED / RECEIVED</b>
OCT 30 2009
EPIQ BANKRUPTCY SOLUTIONS, LLC



2010 - 3941

**POWER OF ATTORNEY / VOLMACHT**

Mr/Mrs [de heer/ mevrouw] Meijer W.M.E.  
residing at [wonende te] Aerdenhout, Distellaan 18  
2111 BB Aerdenhout, Nederland  
OR [OF]

The company [*De vennootschap*] \_\_\_\_\_  
With its registered office at [*met maatschappelijke zetel te*] \_\_\_\_\_

Duly represented by Mr/Mrs [*rechtsgeeldig vertegenwoordigd door*] \_\_\_\_\_

In its capacity of [*in zijn hoedanigheid van*] \_\_\_\_\_

Hereinafter referred to as the "**Noteholder**", [*Hierna genoemd de "Noteholder"*]

Expressly declares to be a holder of notes issued by Lehman Brothers Treasury Co BV, company incorporated pursuant to the laws of the Netherlands - now in bankruptcy, with registered office at 1077 ZX Amsterdam (the Netherlands), Strawinskyalaan 3105 Atrium Building (7<sup>th</sup> floor), and guaranteed by Lehman Brothers Holdings Inc., a company incorporated pursuant to the laws of Delaware (U.S.A) - now under the protection of the Chapter XI of the US Bankruptcy Code, with registered office at 10019 New-York (USA), 745 Seventh Avenue, [*Verklaart uitdrukkelijk Noteholder te zijn van door Lehman Brothers Treasury Co BV, vennootschap opgericht naar Nederlands recht - vennootschap in faill - met maatschappelijke zetel te 1077 ZX Amsterdam (Nederland), Strawinskyalaan 3105 Atrium Building (7e verdieping), en gegarandeerd door Lehman Brothers Holdings Inc, een vennootschap opgericht naar het recht van Delaware (USA) - en onder bescherming van de Chapter 11 Bankruptcy code geplaatst, met maatschappelijke zetel te 10019 New York (USA), 745 Seventh Avenue*]

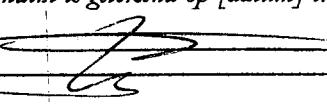
Hereby appoints, with power of substitution, Deminor Nederland BV, with its registered office at NL-1077 ZX Amsterdam, Atrium Building, Strawinskyalaan 3051, Nederland (hereinafter "**Deminor**"), [*geeft hierbij een volmacht aan Deminor Nederland BV, met maatschappelijke zetel te NL-1077 ZX Amsterdam, Atrium Building, Strawinskyalaan 3051, Nederland, (hierna genoemd "Deminor"), dewelke de mogelijkheid heeft om deze volmacht door te geven.*]

To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc. in order to recover its losses suffered on its investment, and [*om in naam en voor rekening van de Noteholder een schuldbordering in te dienen in het kader van de faillissementsprocedure tegen Lehman Brothers Treasury Co BV en/of Lehman Brothers Holding Inc teneinde de gelden te recuperen dewelke werden geïnvesteerd in de Notes*]

To undertake every act, sign any document and accomplish any formality, useful or necessary for the execution of the present power of attorney.*[om elke daad te stellen, elk document te tekenen en alle formaliteiten te vervullen, nuttig of noodzakelijk in de uitvoering van deze volmacht]*

This Power of Attorney is subject to the laws of the Netherlands.*[Deze volmacht is opgesteld naar Nederlands recht]*

This Power of Attorney is signed on 23 Sept. 2009 in  
Nederland *[de volmacht is getekend op [datum] in [plaats van tekenen].]*

Signature *[handtekening]* 

Name *[naam]*: W.M.F. Meijer



ENR# 522140 2007-06-01

Svcs: INTL PRIORITY ISR	TRCK: 9188 5633 0870
ORIGIN ID: KNOA 3227513000	Ship Date: 29OCT09
VIVA XPRESS LOGISTICS - INT DIV. CARGO TERMINAL 2-BAT 709- BRUCARGO ZAVENTEM, 1931 BELGIUM, BE	ActWgt: 5.2 KG System#: 5429044/FWST0715 Account: S 433025326
EIN/VAT:	
TO LEHMAN BROTHERS HOLDING EPIQ BANKRUPTRY SOLUTIONS LLC 757 THIRD AVENUE 3D FLOOR	
NEW YORK, NY 10017	
(US)	
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DESC2:  
DESC3:  
DESC4:

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**United States Bankruptcy Court/Southern District of New York**  
 Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

## **LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000060318



In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

.Y

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Check this box to indicate that this claim amends a previously filed claim.

**C.A.J. Volders**  
**Platte Akker 113**  
**4847 KN TETERINGEN**  
**The Netherlands**

Notice address  
 Deminor International S.C.R.L.  
 Ed. Van Nieuwenhuyse Laan 6 bt.8  
 1160 Brussels  
 Belgium

Telephone number: ++32 2 674 71 10

Email Address: dcms@deminor.com

**Court Claim Number:** \_\_\_\_\_  
*(If known)*

**Filed on:** \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ 65,094.60** (reference: ECB; 1 € = 1,4151 \$).

This amount does not include interest but the creditor reserves the right to claim interest due on the principal amount as of Sept. 15, 2008 or any other charges.

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): XS0332050078<sup>1</sup> XS0263715467<sup>2</sup> XS0276441044<sup>3</sup> XS0346080590<sup>4</sup> XS0273084656<sup>5</sup> XS0276441044<sup>6</sup>**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  
**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

**CA33834<sup>1</sup> CA33860<sup>2</sup> CA33907<sup>3</sup> CA33872<sup>4</sup> CA37815<sup>5</sup> CA33900<sup>6</sup>**      **(Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**13048**

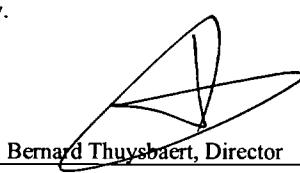
**(Required)**

**5. Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**FOR COURT USE ONLY**

**Date.**      **Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

**10/22/2009**

  
 Bernard Thuybaert, Director

Deminor International S.C.R.L.  
 Ed. Van Nieuwenhuyse Laan 6 bt.8  
 1160 Brussels, Belgium

**FILED / RECEIVED**

**OCT 30 2009**

**EPIQ BANKRUPTCY SOLUTIONS, LLC**



2009 6741

**POWER OF ATTORNEY / VOLMACHT**

Mr/Mrs [de heer/mevrouw] CAG VOLDERS  
residing at [wonen te] TETERINGEN Nederland  
OR [OF]

The company [De vennootschap]  
With its registered office at [met maatschappelijke zetel te]

Duly represented by Mr/Mrs [rechtsgeeldig vertegenwoordigd door]

In its capacity of [in zijn hoedanigheid van]

Hereinafter referred to as the "Noteholder", [*Hierna genoemd de "Noteholder"*]

Expressly declares to be a holder of notes issued by Lehman Brothers Treasury Co BV, company incorporated pursuant to the laws of the Netherlands - now in bankruptcy, with registered office at 1077 ZX Amsterdam (the Netherlands), Strawinskyalaan 3105 Atrium Building (7<sup>th</sup> floor), and guaranteed by Lehman Brothers Holdings Inc., a company incorporated pursuant to the laws of Delaware (U.S.A) - now under the protection of the Chapter XI of the US Bankruptcy Code, with registered office at 10019 New-York (USA), 745 Seventh Avenue, [*Verklaart uitdrukkelijk Noteholder te zijn van door Lehman Brothers Treasury Co BV, vennootschap opgericht naar Nederlands recht – vennootschap in faill – met maatschappelijke zetel te 1077 ZX Amsterdam (Nederland), Strawinskyalaan 3105 Atrium Building (7e verdieping), en gegarandeerd door Lehman Brothers Holdings Inc, een vennootschap opgericht naar het recht van Delaware (USA) – en onder bescherming van de Chapter 11 Bankruptcy code geplaatst, met maatschappelijke zetel te 10019 New York (USA), 745 Seventh Avenue*]

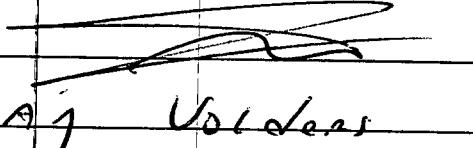
Hereby appoints, with power of substitution, Deminor Nederland BV, with its registered office at NL-1077 ZX Amsterdam, Atrium Building, Strawinskyalaan 3051, Nederland (hereinafter "**Deminor**"), [*geeft hierbij een volmacht aan Deminor Nederland BV, met maatschappelijke zetel te NL-1077 ZX Amsterdam, Atrium Building, Strawinskyalaan 3051, Nederland, (hierna genoemd "Deminor"), dwelke de mogelijkheid heeft om deze volmacht door te geven.*]

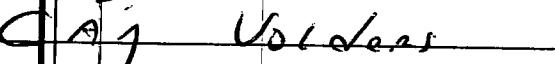
To file in the name and on behalf of the Noteholder any and all claims in the framework of the insolvency proceedings of Lehman Brothers Treasury Co and/or Lehman Brothers Holdings Inc. in order to recover its losses suffered on its investment, and [*om in naam en voor rekening van de Noteholder een schuldvordering in te dienen in het kader van de faillissementsprocedure tegen Lehman Brothers Treasury Co BV en/of Lehman Brothers Holding Inc teneinde de gelden te recuperen dwelke werden geïnvesteerd in de Notes*]

To undertake every act, sign any document and accomplish any formality, useful or necessary for the execution of the present power of attorney.*[om elke daad te stellen, elk document te tekenen en alle formaliteiten te vervullen, nuttig of noodzakelijk in de uitvoering van deze volmacht]*

This Power of Attorney is subject to the laws of the Netherlands.*[Deze volmacht is opgesteld naar Nederlands recht]*

~~This Power of Attorney is signed on 24-9-2009 in~~  
~~T.F.H.R. v.S.M.~~

Signature *[handtekening]:* 

Name *[naam]:*  C A J V o l d e r s

TRK# 9188 5633 0870	RECEIVED - PRIORITY AIR K2 OGSA OCT 30 2009	
		
Svcs: INTL PRIORITY ISR TRCK: 9188 5633 0870		
ORIGIN ID: KNOA 3227513000 VIVA XPRESS LOGISTICS - INT DIV. CARGO TERMINAL 2-BAT 709- BRUCARGO ZAVENTEM, 1931 BELGIUM, BE	Ship Date: 29OCT09 Actwt: 5.2 KG System#: 5429044/FWST0715 Account: S 433025326 EIN/VAT:	
TO LEHMAN BROTHERS HOLDING EPIQ BANKRUPTRY SOLUTIONS LLC 757 THIRD AVENUE 3D FLOOR  NEW YORK, NY 10017		
0016035977691		
 (US)  AWB		
 XA OGSA ISR		
TRK# 9188 5633 0870 Form 0430		
1/1 INTL PRIORITY		
REF: 264523 DESC1: DOCUMENTS DESC2: DESC3: DESC4:		
COUNTRY MFG: CARRIAGE VALUE: EUR CUSTOM VALUE: EUR		SIGN: Pablo GASPAR T/C: S 433025326 D/T: R

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**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000060485



DO NOT USE ONLY

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Privatbank IHAG Zürich AG  
Bleicherweg 18  
CH - 8022 Zürich  
Switzerland

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Telephone number: +41 44 205 1333 Email Address: [scn\(at\)pbihag.ch](mailto:scn(at)pbihag.ch)

Name and address where payment should be sent (if different from above)

JP Morgan Chase New York  
270 Park Avenue  
New York NY USA

Telephone number: Email Address:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim: \$ 38,869,207.88 (Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN): see attached list (Required)**

3. Provide the Clearstream Bank Blocking Number, Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:**

**see attached list (Required)**

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

**see attached list (Required)**

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

29 Oct 09

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**FILED/RECEIVED**

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Privatbank IHAG Zurich AG

D. H. Halden Stephan

**List of claim Lehman Securities Program  
for Privatbank IHAG, Zurich, Switzerland**

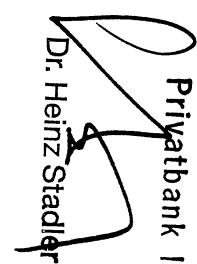
<b>ISIN</b>	<b>Amount of Claim in USD</b>	<b>Custodian</b>	<b>Custodian Account No.:</b>	<b>Custodian Blocking Reference</b>	<b>Issuer</b>
XS0311887250	3'921'283.00	Clearstream	31518	CA88149	Lehman Brothers Securities NV
XS0250113502	26'879'445.00	Clearstream	31518	CA89356	Lehman Brothers Treasury Bv
CH0029197156	48'323.19	SIX SIS	CH103162	6533452451120709	Lehman Brothers Treasury Bv
CH0036891395	75'018.00	SIX SIS	CH103162	2039822749120709	Lehman Brothers Securities NV
XS0323590199	4'832'318.55	Clearstream	31518	CA99692	Lehman Brothers Securities NV
XS0267460359	28'993.91	Clearstream	31518	CA88224	Lehman Brothers Treasury Bv
XS0320322901	33'826.23	Clearstream	31518	CA88223	Lehman Brothers Securities NV
XS0350507959	2'300'000.00	Clearstream	31518	CA88222	Lehman Brothers Treasury Bv
XS0292248977	750'000.00	Clearstream	31518	CA44113	Lehman Brothers Treasury Bv

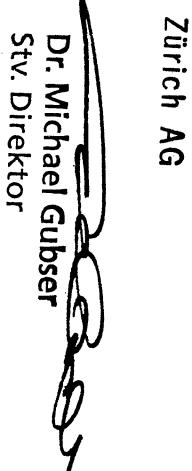
**Total Amount of  
Claim in USD**

**38'869'207.88**

Middle rate as of 15th September 2008:

EUR/USD	1.4659
USD/CHF	1.0347

  
Dr. Heinz Stadler

  
Dr. Michael Gubser  
Stv. Direktor



Unterschriftenverzeichnis  
List of Signatures

April 2009

Verwaltungsrat  
Board of Directors

Geschäftsleitung  
Executive Board

Gratian Anda  
Präsident  
Chairman



Peter Bretscher  
Mitglied  
Member



Dr. Susanne Riess-Passer  
Mitglied  
Member



Dr. Heinz Stadler  
Vorsitzender der Geschäftsleitung  
Chief Executive Officer



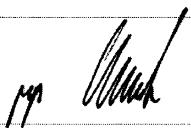
Peter D. Rüegg  
Stellvertretender Vorsitzender  
der Geschäftsleitung  
Deputy Chief Executive Officer



Jürg Bretscher  
Mitglied  
Member



Jean-Paul Aebischer



Adriano Bagnolo



Angelo Bianchera

p.p.a. 

Erwin Corpataux



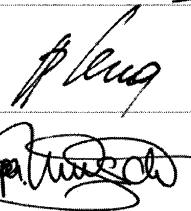
Christa Derungs

ppa C. Derungs 

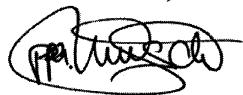
Evangelos Giannoulas

pp E. Giannoulas 

Christian Lang

ppa C. Lang 

Christian Manetsch

ppa C. Manetsch 

Karl Mettler



Monica Rohrer

ppa M. Rohrer 

Pascale Nina Sameli

ppa P. Sameli 

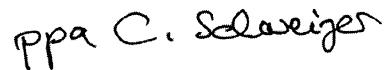
Susanna Schellenbaum



Paul Schuler



Cornelia Schweizer

ppa C. Schweizer 

Tobias Steiner

ppa T. Steiner 

René Untersander

ppa R. Untersander 

Madeleine Wanner-Boner

ppa M. Wanner 

Fernand Zurbriggen

ppa F. Zurbriggen 

Handlungsbevollmächtigte  
Authorized Officers

Andreas Bösch

i.V. 

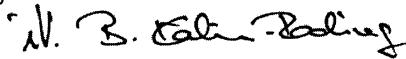
Monique Gnädinger

i.V. 

Marlene Holdener

i.V. 

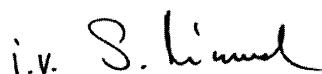
Brigitte Kälin-Reding

i.V. 

Regula Bosch Nussbaumer

i.V. 

Sandra Michel

i.V. 

Peter Niederberger

i.V. 

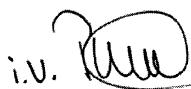
Rosangela Pangari

i.V. 

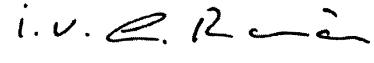
Laura Pascolin

i.V. 

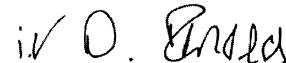
Monika Prinz

i.V. 

Andreas Ramon

i.V. 

Doris Renold

i.V. 

Patrizia Sixer Simone

i.V. 

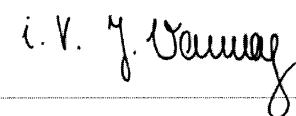
Jacqueline Stephan

i.V. 

Patric Stocker

i.V. 

Janine Vannaz

i.V. 

Allgemeine Bestimmungen

Zur verbindlichen Zeichnung namens der Privatbank IHAG Zürich AG bedarf es grundsätzlich der gemeinsamen Unterschrift von zwei zeichnungsberechtigten Personen.

Die Handlungsbevollmächtigten können nicht gemeinsam mit einem zweiten Handlungsbevollmächtigten rechtsverbindlich zeichnen, sondern nur gemeinsam mit einer der übrigen zeichnungsberechtigten Personen.

Die den Handlungsbevollmächtigten im Sinne von Art. 462 des Schweizerischen Obligationenrechts erteilte Vollmacht erstreckt sich auch auf das Eingehen von Wechselverbindlichkeiten (einschliesslich Bankchecks). Im Übrigen beschränkt sich das Zeichnungsrecht der Handlungsbevollmächtigten auf die gewöhnlich vorkommenden Bankgeschäfte.

General Remarks

In principle, only joint signatures by two persons who are authorized to sign constitute a binding signature on behalf of Privatbank IHAG Zürich AG.

The joint signatures of two authorized signatories do not constitute a legally binding signature. To make a bank signature binding, an authorized signatory must sign jointly with another person authorized to sign other than an authorized signatory.

The authority conferred upon authorized signatories pursuant to article 462 of the Swiss Federal Code of Obligations also includes the power to sign drafts, bills of exchange as well as banker's checks, etc. In all other cases, the authority to sign of authorized signatories is restricted to usual banking transactions.

Direktion  
Management

Hanspeter Schudel

Direktor

Senior Vice President

Daniel Albisser

Stellvertretender Direktor

First Vice President

Alice Fritz

Stellvertretende Direktorin

First Vice President

Dr. Michael Gubser

Stellvertretender Direktor

First Vice President

Daniel Junker

Stellvertretender Direktor

First Vice President

Andreas Krattiger

Stellvertretender Direktor

First Vice President

Aurel F. J. Lüthi

Stellvertretender Direktor

First Vice President

Adrian Nussbaumer

Stellvertretender Direktor

First Vice President

Jürg Ragaz

Stellvertretender Direktor

First Vice President

Marco Sinkwitz

Stellvertretender Direktor

First Vice President

Luca Angelastri

Vizedirektor

Vice President

Stefan Becker

Vizedirektor

Vice President

Per Classon

Vizedirektor

Vice President

Urs Eberhard

Vizedirektor

Vice President

Roger Egg

Vizedirektor

Vice President

Marco Gerber

Vizedirektor

Vice President

Rolf Hälg

Vizedirektor

Vice President

Daniel Kobler

Vizedirektor

Vice President

Christoph Kaufmann

Vizedirektor

Vice President

Sandrine Koller

Vizedirektorin

Vice President

Richard Ott

Vizedirektor

Vice President

Vera Quast

Vizedirektorin

Vice President

Katharina Schär

Vizedirektorin

Vice President

Michael Schiller

Vizedirektor

Vice President

Marcel Spring

Vizedirektor

Vice President

Bruno Springer

Vizedirektor

Vice President

Walter Wenger

Vizedirektor

Vice President

Matthias Wullschleger

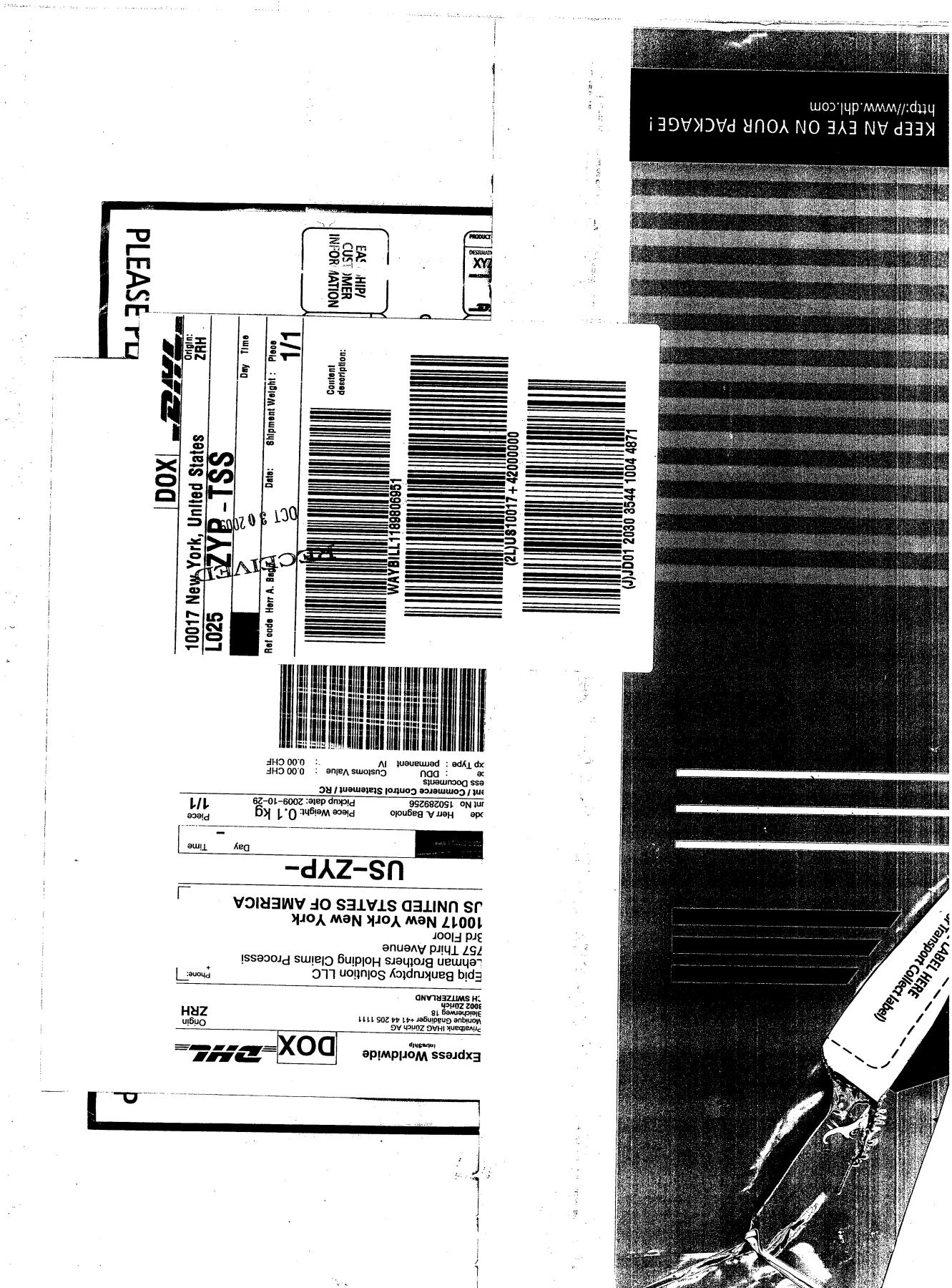
Vizedirektor

Vice President

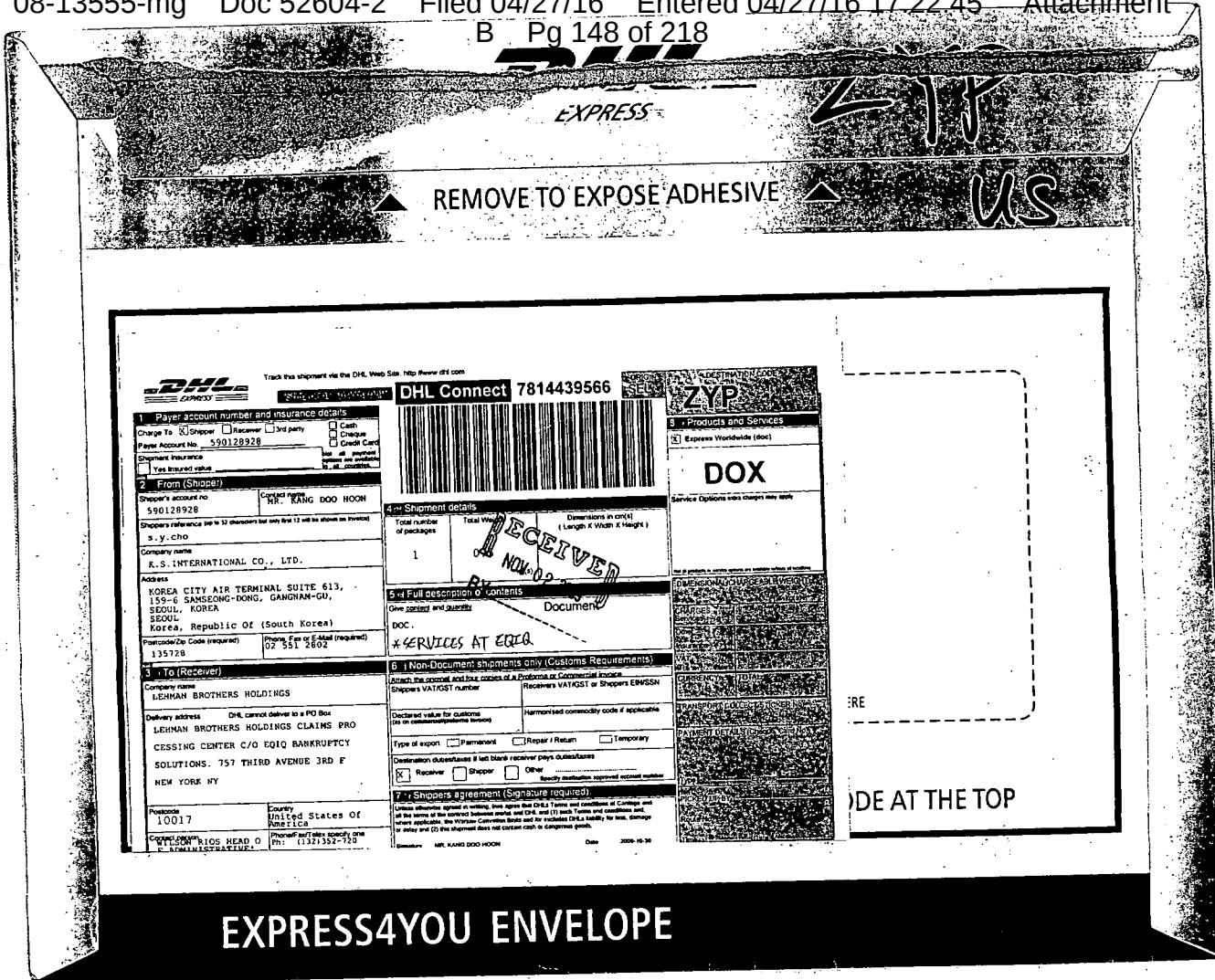
Privatbank IHAG Zürich AG  
Bleicherweg 18  
Postfach  
CH-8022 Zürich

Telefon +41 44 205 11 11  
Fax +41 44 205 12 85

[info@pbihag.ch](mailto:info@pbihag.ch)  
[www.pbihag.ch](http://www.pbihag.ch)



<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000060903	
			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>ASSET PLUS ENTERPRISES LIMITED</b> <b>RM. 1617, BEVERLY COMMERCIAL CENTRE, 87-105,</b> <b>CHATHAM ROAD, TSIMSHATSUI, HONG KONG</b> <b>8210-3235-2720</b> Email Address: <b>peterk@ksisteel.com</b> Telephone number: <b>8210-3235-2720</b> Email Address: <b>peterk@ksisteel.com</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b> _____ <i>(If known)</i> Filed on: _____	
Name and address where payment should be sent (if different from above) <b>TO BENEFICIARY : ASSET PLUS ENTERPRISES LIMITED</b> <b>ACCOUNT NUMBER : 8023481211</b> <b>BANK : FORTIS BANK HONG KONG BRANCH, HONG KONG</b> Telephone number: <b>8210-3235-2720</b> Email Address: <b>peterk@ksisteel.com</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>500,000.00</u> (Required)</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>XSO330867689</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>9524965</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>27770</u> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p> <p>Date: <u>30/OCT/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>b.p., Doo Hoon (KANG, DOO HOON/DIRECTOR)</u></p> <p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p>			
		<b>FOR COURT USE ONLY</b> <b>FILED / RECEIVED</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">NOV 02 2009</div> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b>	



Lehman Brothers Holdings Claims Processing Center  
 J o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

In Re:  
 Lehman Brothers Holdings Inc., et al.,  
 Debtors.

Chapter 11  
 Case No. 08-13555 (JMP)  
 (Jointly Administered)

**Note:** This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000062818



FOR COURT USE ONLY

Name and address of Creditor (and name and address where notices should be sent if different from Creditor)

Värde Investment Partners, L.P.  
 c/o Brown Rudnick LLP  
 Seven Times Square  
 New York, NY 10036  
 Attn: Howard Steel, Esq.

Telephone number: 212.209.4800 Email Address: [hsteel@brownrudnick.com](mailto:hsteel@brownrudnick.com)

Check this box to indicate that this claim amends a previously filed claim.

**Court Claim Number:** \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Värde Management, L.P. (agent for Värde Investment Partners, L.P.)  
 8500 Normandale Lake Blvd, Suite 1500  
 Minneapolis, MN 55437  
 Attn: Liquid Operations / [Operations@varde.com](mailto:Operations@varde.com) / 952.374.5122  
 Attn: Scott Hartman / [shartman@varde.com](mailto:shartman@varde.com) / 952.820.1160

Telephone number: (provided above) Email Address: (provided above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

**Amount of Claim:** \$ \_\_\_\_\_ See Exhibit A, attached (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

**International Securities Identification Number (ISIN):** \_\_\_\_\_ See Schedule 1, attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

**Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:**

See Schedule 1, attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

**Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:**

See Schedule 1, attached (Required)

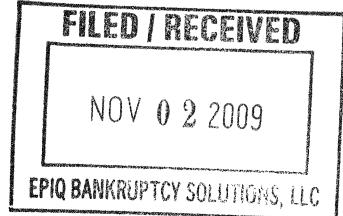
5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

**Date.** **Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nathan J. Geske  
 Vice President

(see payment address above)

FOR COURT USE ONLY



*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

**EXHIBIT A**

**ADDENDUM TO**  
**PROOF OF CLAIM OF VÄRDE INVESTMENT PARTNERS, L.P.**

1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by Värde Investment Partners, L.P. (“Värde”) against Lehman Brothers Holdings Inc. (“LBHI”) and its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”) in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to “Lehman Programs Securities” against LBHI and the Debtors, as more fully described below.

2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. (“LBT”) and LBHI (collectively, the “Notes”), and is also a holder of certificates issued by Lehman Brothers Securities N.V. (“LBS”) and LBT (collectively, the “Certificates”), as more fully described on the attached Schedule 1.

3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys’ and professionals’ fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.

4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the “2005 Guarantee”), a copy of which

is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the “2008 Guarantee”), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT’s obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde’s total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.

6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys’ fees and

collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.

9. All notices and distributions in respect of this claim should be forwarded to: Värde Investment Partners, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

**SCHEDEULE 1**

Count	ISIN	Issuer	Depository Institution	The Värde				The Värde				The Värde				The Värde				The Värde				The Värde							
				Account Number	USD Claim Amount	Issued Currency	Fund L.P.	Fund V-B, L.P.	Fund VI-A, L.P.	Fund VII-B, L.P.	Fund VIII, L.P.	Fund IX-A, L.P.	Fund X, L.P.	Total For All Partners, L.P.	Investment Partners, L.P.	Offshore Investment Partners, L.P.	Total For All Funds, L.P.	Fund I, L.P.	Fund II, L.P.	Fund III, L.P.	Fund IV, L.P.	Fund V, L.P.	Fund VI, L.P.	Fund VII, L.P.	Fund VIII, L.P.	Fund IX-A, L.P.	Fund X, L.P.	Investment Partners, Offshore	Värde Partners, Offshore		
2	A NN52146737	LB Securities NV	Euroclear	92892		EUR	-	25,000	-	5,000	310,000	1,080,000	125,000	145,000	180,000	1,870,000	n/a	605775	n/a	605775	n/a	605774	n/a	605774	n/a	605774	n/a	605774	x	10/22/09	
3	A NN52146810	LB Securities NV	Euroclear	92892		EUR	-	2,000	-	1,000	45,000	245,000	30,000	39,000	37,000	400,000	n/a	605848	n/a	605848	n/a	605848	n/a	605848	n/a	605848	n/a	605848	x	10/22/09	
4	A NN52148465	LB Securities NV	Euroclear	92892		USD	-	3,000	-	2,000	63,000	344,000	42,000	54,000	52,000	560,000	n/a	605508	n/a	605508	n/a	605509	n/a	605509	n/a	605509	n/a	605509	x	10/22/09	
5	A NN52148499	LB Securities NV	Euroclear	92892		EUR	-	2,000	-	1,000	39,000	215,000	26,000	34,000	33,000	350,000	n/a	605518	n/a	605518	n/a	605517	n/a	605517	n/a	605517	n/a	605517	x	10/22/09	
6	A NN52148529	LB Securities NV	Euroclear	92892		USD	-	5,000	-	2,000	94,000	512,000	63,000	81,000	78,000	835,000	n/a	605286	n/a	605286	n/a	605286	n/a	605286	n/a	605286	n/a	605286	x	10/21/09	
7	A NN52148529	LB Securities NV	Euroclear	92892		EUR	-	5,000	-	2,000	89,000	485,000	59,000	77,000	73,000	790,000	n/a	605556	n/a	605556	n/a	605556	n/a	605556	n/a	605556	n/a	605556	x	10/22/09	
8	A NN52148571	LB Securities NV	Euroclear	92892		USD	-	1,000	-	1,000	17,000	92,000	11,000	15,000	14,000	150,000	n/a	605445	n/a	605445	n/a	605445	n/a	605445	n/a	605445	n/a	605445	x	10/21/09	
9	A CA524908PR55	LB Holdings Inc	Euroclear	92892		CAD	1,051,000	596,000	-	221,000	5,296,000	10,544,000	2,205,000	882,000	2,205,000	23,000,000	n/a	605288	n/a	605288	n/a	605288	n/a	605288	n/a	605288	n/a	605288	x	10/22/09	
10	A CH0027120606	LB Treasury BV	SIS SegalInterSettle AG	20171021		CHF	-	63,000	-	28,000	1,165,000	5,802,000	797,000	1,898,000	1,784,000	11,537,000	n/a	SEME//570	n/a	SEME//570	n/a	SEME//570	n/a	SEME//570	n/a	SEME//570	n/a	SEME//570	x	10/23/09	
11	A CH0027120796	LB Treasury BV	Euroclear	92892		CHF	-	16,000	-	7,000	294,000	1,464,000	201,000	479,000	450,000	2,911,000	n/a	605308	n/a	605308	n/a	605308	n/a	605308	n/a	605308	n/a	605308	x	10/22/09	
12	A CH0027120895	LB Securities NV	Euroclear	92892		EUR	-	12,000	-	5,000	215,000	1,171,000	143,000	185,000	178,000	1,909,000	n/a	605851	n/a	605851	n/a	605851	n/a	605851	n/a	605851	n/a	605851	x	10/22/09	
13	A CH0044088654	LB Treasury BV	Euroclear	92892		EUR	35,000	3,000	20,000	3,000	74,000	377,000	52,000	24,000	62,000	650,000	n/a	604265	n/a	604265	n/a	604265	n/a	604265	n/a	604265	n/a	604265	x	10/20/09	
14	A CH0044088654	LB Treasury BV	Euroclear	92892		USD	54,000	5,000	30,000	5,000	114,000	581,000	80,000	36,000	95,000	1,000,000	n/a	604321	n/a	604320	n/a	604320	n/a	604320	n/a	604320	n/a	604320	x	10/20/09	
15	A HS0203781552	LB Treasury BV	Euroclear	92892		USD	-	11,000	-	4,000	189,000	952,000	129,000	162,000	153,000	1,600,000	n/a	605052	n/a	605052	n/a	605052	n/a	605052	n/a	605052	n/a	605052	x	10/21/09	
16	A HS0203781552	LB Holdings Inc	Euroclear	92892		CHF	-	680,000	-	311,000	9,696,000	14,014,000	2,096,000	1,333,000	2,959,000	31,089,000	n/a	605094	n/a	605094	n/a	605094	n/a	605094	n/a	605094	n/a	605094	x	10/20/09	
17	A HS0203781592	LB Treasury BV	Euroclear	92892		EUR	-	31,000	-	14,000	57,000	3,111,000	403,000	247,000	247,000	502,000	n/a	603088	n/a	603088	n/a	603088	n/a	603088	n/a	603088	n/a	603088	x	10/19/09	
18	A HS0203833743	LB Treasury BV	Euroclear	92892		EUR	-	16,000	-	4,000	113,000	244,000	40,000	123,000	123,000	248,000	n/a	605564	n/a	605564	n/a	605564	n/a	605564	n/a	605564	n/a	605564	x	10/23/09	
19	A HS0254946587	LB Treasury BV	Euroclear	92892		EUR	500,000	-	250,000	-	4,500,000	30,285,000	4,162,000	2,845,000	7,400,000	500,000	n/a	604307	n/a	604307	n/a	604307	n/a	604307	n/a	604307	n/a	604307	x	10/20/09	
20	A HS0256257907	LB Treasury BV	Euroclear	92892		USD	200,000	-	200,000	-	2,714,000	11,218,000	1,480,000	1,204,000	2,944,000	20,000	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	x	10/23/09	
21	A HS0265756602	LB Treasury BV	Euroclear	92892		CHF	-	21,000	-	5,000	374,000	1,037,000	131,000	52,000	158,000	1,658,000	n/a	605461	n/a	605461	n/a	605461	n/a	605461	n/a	605461	n/a	605461	x	10/21/09	
22	A HS0269606027	LB Treasury BV	Euroclear	92892		EUR	-	16,000	-	4,000	206,000	722,000	91,000	39,000	119,000	1,248,000	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	x	10/23/09	
23	A HS0274087294	LB Treasury BV	Euroclear	92892		GBP	-	126,000	-	29,000	1,653,000	6,196,000	728,000	316,000	953,000	10,000,000	n/a	605563	n/a	605563	n/a	605563	n/a	605563	n/a	605563	n/a	605563	x	10/23/09	
24	A HS0275094056	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	-	271,000	1,109,000	153,000	127,000	290,000	2,000,000	n/a	605532	n/a	605532	n/a	605532	n/a	605532	n/a	605532	n/a	605532	x	10/23/09	
25	A HS0276287373	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	-	271,000	1,109,000	153,000	127,000	290,000	2,000,000	n/a	605791	n/a	605791	n/a	605791	n/a	605791	n/a	605791	n/a	605791	x	10/23/09	
26	A HS0278671382	LB Treasury BV	Euroclear	92892		USD	30,000	-	30,000	-	15,000	406,000	1,664,000	229,000	191,000	435,000	3,000,000	n/a	605450	n/a	605450	n/a	605450	n/a	605450	n/a	605450	n/a	605450	x	10/21/09
27	A HS0279295665	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	-	10,000	271,000	1,09,000	153,000	127,000	290,000	2,000,000	n/a	605387	n/a	605387	n/a	605387	n/a	605387	n/a	605387	n/a	605387	x	10/21/09
28	A HS0279612823	LB Treasury BV	Euroclear	92892		EUR	-	31,000	-	14,000	563,000	3,200,000	337,000	437,000	418,000	5,000,000	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	n/a	605566	x	10/21/09	
29	A HS0280371988	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	-	10,000	271,000	1,09,000	153,000	127,000	290,000	2,000,000	n/a	605394	n/a	605394	n/a	605394	n/a	605394	n/a	605394	n/a	605394	x	10/21/09
30	A HS0280373267	LB Treasury BV	Euroclear	92892		USD	20,000	-	20,000	-	10,000	271,000	1,09,000	153,000	127,000	290,000	2,000,000	n/a	605394	n/a	605394	n/a	605394	n/a	605394	n/a	605394	n/a	605394	x	10/21/09
31	A HS0280981545	LB Treasury BV	Euroclear	92892		USD	-	33,000	-	15,000	590,000	3,250,000	312,000	516,000	514,000	5,250,000	n/a	605614	n/a	605614	n/a	605614	n/a	605614	n/a	605614	n/a	605614	x	10/21/09	
32	A HS0282871358	LB Treasury BV	Euroclear	92892		USD	-	13,000	-	6,000	238,000	1,183,000	162,000	205,000	193,000	2,000,000	n/a	605091	n/a	605091	n/a	605091	n/a	605091	n/a	605091	n/a	605091	x	10/20/09	
33	A HS0283218671	LB Treasury BV	Euroclear	92892		USD	-	20,000	-	20,000	271,000	1,109,000	153,000	127,000	290,000	2,000,000	n/a	6041181	n/a	6041181	n/a	6041181	n/a	6041181	n/a	6041181	n/a	6041181	x	10/19/09	
34	A HS0283181564	LB Treasury BV	Euroclear	92892		USD	-	20,000	-	20,000	127,000	513,000	137,000	177,000	177,000	2,000,000	n/a	605192	n/a	605192	n/a	605192	n/a	605192	n/a	605192	n/a	605192	x	10/19/09	
35	A HS0283181564	LB Treasury BV	Euroclear	92892		USD	-	20,000	-	20,000	127,000	513,000	137,000	177,000	177,000	2,000,000	n/a	605443	n/a	605443	n/a	605443	n/a	605443	n/a	605443	n/a	605443	x	10/19/09	
36	A HS0283181562	LB Treasury BV	Euroclear	92892		USD	-	20,000	-	20,																					

**EXHIBIT B**

**2005 GUARANTEE**

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS

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P.02

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26/06/2005 16:41 E-MAN + 31646752653

NO.290 P04  
NO.304 P02

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

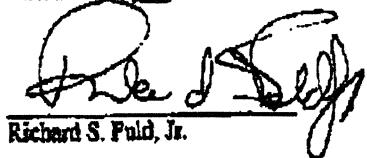
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	Name of Subsidiary	Issue Corporation guarantees from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

**EXHIBIT C**

**2008 GUARANTEE**

**C L I F F O R D**  
**C H A N C E**

**CLIFFORD CHANCE LLP**

**EXECUTION COPY**

**LEHMAN BROTHERS HOLDINGS INC.  
LEHMAN BROTHERS TREASURY CO. B.V.  
LEHMAN BROTHERS BANKHAUS AG**

**U.S.\$100,000,000,000  
EURO MEDIUM-TERM NOTE PROGRAM**

*Unconditionally and irrevocably guaranteed, as to Notes to be issued by  
Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by*

**LEHMAN BROTHERS HOLDINGS INC.**

---

**GUARANTEE AGREEMENT**

*in respect of*

**LEHMAN BROTHERS TREASURY CO. B.V.**

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24 July 2008

## CONTENTS

Clause	Page
1. Definitions .....	2
2. Guarantee .....	3
3. Status .....	4
4. Continuing Guarantee .....	5
5. Reinstatement .....	5
6. Immediate Recourse .....	5
7. Covenants .....	5
8. Deposit Of Guarantee .....	5
9. Stamp Duties .....	5
10. Partial Invalidity .....	6
11. Notices .....	6
12. Governing Law .....	6

**THIS GUARANTEE AGREEMENT** is made as of 24 July 2008

**BY**

(1) **LEHMAN BROTHERS HOLDINGS INC.** (the "Guarantor")

**IN FAVOUR OF**

(2) **HOLDERS** (as defined below); and

(3) **THE ACCOUNTHOLDERS** (as defined below);

**WHEREAS**

(A) **LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG** (each an "Issuer" and together the "Issuers") have established a Program (the "Program") for the issuance of medium-term notes (the "Notes"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "Fiscal Agency Agreement") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "Permanent Global Note") or by a temporary global Note (the "Temporary Global Note") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("Definitive Notes") and/or registered Notes ("Registered Notes") represented by definitive Notes in registered form ("Definitive Registered Notes"), global Notes in registered form ("Global Registered Notes") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "Global Notes" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("Australian Domestic Notes") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("New Zealand Domestic Notes") may be issued by Lehman Brothers Treasury Co. B.V. ("LBTCBV"), in each case pursuant to a deed poll to be executed by LBTCBV (the "Deed Poll"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.

(B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "**Guaranteed Issuer**") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "**Deed of Covenant**") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

**NOW THIS GUARANTEE WITNESSES** as follows:

1. **DEFINITIONS**

1.1 In this Guarantee the following words and expressions shall have the following meanings:

"**Accountholder**" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;

"**Clearing System**" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;

"**Conditions**" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

"**DTC**" means The Depository Trust Company;

"**Guaranteed Note**" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;

"**Holder**" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;

"**Relevant Date**" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and

"**this Guarantee**" shall mean this Guarantee Agreement as amended or supplemented from time to time.

1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.

1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

2. **GUARANTEE**

2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders the performance by the Guaranteed Issuer of all its obligations pursuant to the Conditions of the Notes including without limitation:

- (a) the due and punctual payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
- (b) any obligation to deliver or procure the delivery of any securities pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith perform or procure the performance of the obligation in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

2.2 This Guarantee is one of payment and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:

- (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
- (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
- (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
- (e) the release of any such security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
- (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.

2.3 As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guaranteee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

**3. STATUS**

3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (*Negative Pledge with respect to Senior Notes*) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank *pari passu* in right of payment among the Guaranteee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).

3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* among themselves and *pari passu* will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.

3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.

3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

**4. CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and shall extend to the **ultimate balance of all the obligations of the Guaranteed Issuer** under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

**5. REINSTATEMENT**

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

**6. IMMEDIATE REOURSE**

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

**7. COVENANTS**

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

**8. DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

**9. STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

**10. PARTIAL INVALIDITY**

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

**11. NOTICES**

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

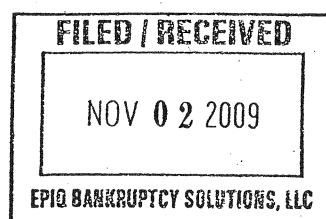
**12. GOVERNING LAW**

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

**IN WITNESS** whereof the Guarantor has executed this Guarantee the day and year first above written.

**EXECUTED** )  
by **LEHMAN BROTHERS HOLDINGS INC.** )  
acting by ) PAOLO TONUCCI

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RECEIVED BY:

DATE

TIME

3:01

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000062820



Name and address of Creditor (and name and address where notices should be sent if different from Creditor)

The Värde Fund, L.P.  
c/o Brown Rudnick LLP  
Seven Times Square  
New York, NY 10036  
Attn: Howard Steel, Esq.

Telephone number: 212.209.4800

Email Address: [hsteel@brownrudnick.com](mailto:hsteel@brownrudnick.com)

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Värde Management, L.P. (agent for The Värde Fund, L.P.)  
8500 Normandale Lake Blvd, Suite 1500  
Minneapolis, MN 55437  
Attn: Liquid Operations / [Operations@varde.com](mailto:Operations@varde.com) / 952.374.5122  
Attn: Scott Hartman / [shartman@varde.com](mailto:shartman@varde.com) / 952.820.1160

Telephone number: (provided above)

Email Address: (provided above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ \_\_\_\_\_ See Exhibit A, attached (Required)

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): \_\_\_\_\_ See Schedule 1, attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number:

See Schedule 1, attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Schedule 1, attached (Required)

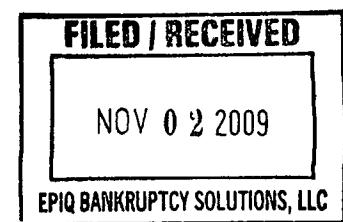
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nathan J. Geske  
Vice President

(see payment address above)

FOR COURT USE ONLY



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**EXHIBIT A**

**ADDENDUM TO**  
**PROOF OF CLAIM OF THE VÄRDE FUND, L.P.**

1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund, L.P. (“Värde”) against Lehman Brothers Holdings Inc. (“LBHI”) and its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”) in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to “Lehman Programs Securities” against LBHI and the Debtors, as more fully described below.

2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. (“LBT”) and LBHI (collectively, the “Notes”), and is also a holder of certificates issued by Lehman Brothers Securities N.V. (“LBS”) and LBT (collectively, the “Certificates”), as more fully described on the attached Schedule 1.

3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys’ and professionals’ fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.

4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the “2005 Guarantee”), a copy of which

is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the “2008 Guarantee”), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT’s obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde’s total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.

6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys’ fees and

collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.

9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

**SCHEDULE 1**



**EXHIBIT B**

**2005 GUARANTEE**

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS

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26/06/2005 16:41 E-744N + 31646752653

NO.290 004  
NO.504 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber

Schedule A  
to LBHI Unanimous Written Consent  
dated June 7, 2005

	Name of Subsidiary	Issue Corporation guarantees from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

**EXHIBIT C**

**2008 GUARANTEE**

C L I F F O R D  
C H A N C E

CLIFFORD CHANCE LLP

EXECUTION COPY

**LEHMAN BROTHERS HOLDINGS INC.  
LEHMAN BROTHERS TREASURY CO. B.V.  
LEHMAN BROTHERS BANKHAUS AG**

**U.S.\$100,000,000,000  
EURO MEDIUM-TERM NOTE PROGRAM**

*Unconditionally and irrevocably guaranteed, as to Notes to be issued by  
Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by*

**LEHMAN BROTHERS HOLDINGS INC.**

---

**GUARANTEE AGREEMENT**

*in respect of*

**LEHMAN BROTHERS TREASURY CO. B.V.**

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24 July 2008

## CONTENTS

Clause	Page
1. Definitions .....	2
2. Guarantee .....	3
3. Status .....	4
4. Continuing Guarantee .....	5
5. Reinstatement .....	5
6. Immediate Recourse .....	5
7. Covenants .....	5
8. Deposit Of Guarantee .....	5
9. Stamp Duties .....	5
10. Partial Invalidity .....	6
11. Notices .....	6
12. Governing Law .....	6

**THIS GUARANTEE AGREEMENT** is made as of 24 July 2008

**BY**

(1) **LEHMAN BROTHERS HOLDINGS INC.** (the "Guarantor")

**IN FAVOUR OF**

(2) **HOLDERS** (as defined below); and  
(3) **THE ACCOUNTHOLDERS** (as defined below);

**WHEREAS**

(A) **LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG** (each an "Issuer" and together the "Issuers") have established a Program (the "Program") for the issuance of medium-term notes (the "Notes"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "Fiscal Agency Agreement") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "Permanent Global Note") or by a temporary global Note (the "Temporary Global Note") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("Definitive Notes") and/or registered Notes ("Registered Notes") represented by definitive Notes in registered form ("Definitive Registered Notes"), global Notes in registered form ("Global Registered Notes") or Notes in registered uncertified form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "Global Notes" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("Australian Domestic Notes") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("New Zealand Domestic Notes") may be issued by Lehman Brothers Treasury Co. B.V. ("LBTCBV"), in each case pursuant to a deed poll to be executed by LBTCBV (the "Deed Poll"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.

(B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "Guaranteed Issuer") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "Deed of Covenant") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

**NOW THIS GUARANTEE WITNESSES** as follows:

**1. DEFINITIONS**

1.1 In this Guarantee the following words and expressions shall have the following meanings:

"Accountholder" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;

"Clearing System" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;

"Conditions" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "Condition" is to the correspondingly numbered provision thereof;

"DTC" means The Depository Trust Company;

"Guaranteed Note" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;

"Holder" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;

"Relevant Date" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and

"this Guarantee" shall mean this Guarantee Agreement as amended or supplemented from time to time.

1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.

1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

2. **GUARANTEE**

2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders the performance by the Guaranteed Issuer of all its obligations pursuant to the Conditions of the Notes including without limitation:

- (a) the due and punctual payment of each amount payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
- (b) any obligation to deliver or procure the delivery of any securities pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith perform or procure the performance of the obligation in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

2.2 This Guarantee is one of payment and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:

- (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
- (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
- (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
- (e) the release of any such security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
- (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.

2.3 As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. STATUS

3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (*Negative Pledge with respect to Senior Notes*) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank *pari passu* in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).

3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* among themselves and *pari passu* will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.

3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.

3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

**4. CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and shall extend to the ultimate balance of all the obligations of the Guaranteed Issuer under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

**5. REINSTATEMENT**

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

**6. IMMEDIATE RE COURSE**

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

**7. COVENANTS**

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

**8. DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

**9. STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

**10. PARTIAL INVALIDITY**

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

**11. NOTICES**

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

**12. GOVERNING LAW**

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

**IN WITNESS** whereof the Guarantor has executed this Guarantee the day and year first above written.

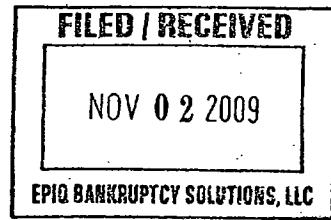
**EXECUTED**

by **LEHMAN BROTHERS HOLDINGS INC.**)  
acting by )

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3:01

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>  Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000063450	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Banca Esperia S.p.A. Via Filodrammatici, 5 20121 Milano Italy Attention: Mr. Luca Pellegrino			
Telephone number: +39 02 88219393 Email Address: luca.pellegrino@gruppoesperia.com		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b> _____ <i>(If known)</i>  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: <u>See attached</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>See attached</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>See attached (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>See attached (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
Date: October 30, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Name: Andrea Cingoli Title: Chief Executive Officer  Name: Carla Giannone Title: Head of Legal Department		
<b>FOR COURT USE ONLY</b> <div style="text-align: center;"> <span style="border: 1px solid black; padding: 5px;"><b>FILED / RECEIVED</b></span>  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> NOV 02 2009 </div> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>			
<i>P</i> enalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

X Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

X

**ANNEX TO PROOF OF CLAIM OF  
BANCA ESPERIA S.P.A.**

1. Claimant. Banca Esperia S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding III LP (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities issued by

Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 6,414,784.19 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or

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person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

*[Handwritten signatures and initials follow]*

EXHIBIT 1

ISIN Code	Clearstream blocking #	Clearstream account #	Sub-custodian account #	Issuer	Nominal Amount
XS0243852562	CA94081	88511	1011740600C	Lehman Brothers UK Capital Funding III LP	€ 650,000.00
XS0195431613	CA74749	88511	1011740600C	Lehman Brothers Treasury Co. B.V.	€ 50,000.00
XS0176153350	CA96899	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 221,000.00
XS0176153350	CA18057	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 15,000.00
XS0210782552	CA75303	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 25,000.00
XS0178969209	CA74978	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 130,000.00
XS0211093041	CA75797	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 300,000.00
XS0211093041	CA18304	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 30,000.00
XS0208459023	CA74731	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 2,145,000.00
XS0283497005	CA05026	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 14,000.00
XS0181945972	CA75420	88511	1011740600C	Lehman Brothers Treasury Co. B.V	€ 855,000.00


**EXHIBIT 2**

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD) *	Total (USD) *
XS0243852562	650,000.00	14,107.73	664,107.73	919,815.00	19,963.85	939,778.85
XS0195431613	50,000.00	422.37	50,422.37	70,755.00	597.70	71,352.70
XS0176153350	236,000.00	6,713.21	242,713.21	333,963.60	9,499.86	343,463.46
XS0210782552	25,000.00	546.48	25,546.48	35,377.50	773.32	36,150.82
XS0178969209	130,000.00	3,579.64	133,579.64	183,963.00	5,065.55	189,028.55
XS0211093041	330,000.00	3,804.93	333,804.93	466,983.00	5,384.36	472,367.36
XS0208459023	2,145,000.00	48,081.25	2,193,081.25	3,035,389.50	68,039.78	3,103,429.28
XS0283497005	14,000.00	387.28	14,387.28	19,811.40	548.04	20,359.44
XS0181945972	855,000.00	20,453.14	875,453.14	1,209,910.50	28,943.24	1,238,853.74

<b>Total Claim Amount</b>	<b>USD \$ 6,414,784.19</b>
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\* Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.

\*\* Interest accrued until September 14, 2008 (included).

**EXHIBIT 3**

Evidence of Ownership



27. OTT. 2009 14:00

MCDD CUSTODY

**BNP PARIBAS**

NR. 789 P. 2

BNP PARIBAS SA au capital de 1 772 303 628 euros  
Immatriculée sous le n° 662 042 448 RCS - Identifiant: C E FR76662042448  
Siège social : 16, bld des Italiens - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION – AVIS DE BLOCAGEBLOCKING ADVICE ON  
LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number  
30026 97574 1011740600C

**BANCA ESPERIA SA**  
VIA DANTE 16  
20121 MILANO  
ITALIE

reference  
0258E - 2009477377

October 20Th, 2009

**LEHMAN**  
«XS0243852562»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin : XS0243852562

Security name : LEHMAN

Type of event : CONSENT

Instruction quantity : FAMT 650000

Instruction's date : 14/10/2009

Blocking reference : CA94081

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services



27. OTT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 19



BNP PARIBAS SA au capital de 1 772 303 826 euros  
Immatriculée sous le n° 662 042 449 RCS - Identifiant C.E FR76882042449  
Siège social : 10, boulevard Haussmann - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION ~ BLOCKING ADVICE ON LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

BANCA ESPERIA SA

VIA DANTE 16  
20121 MILANO  
IT ITALIE

reference  
0285<sup>E</sup> - 2009478129

OCTOBER 14th, 2009

**LEHMAN BROS TSY TV14 CPI EMTN  
«XS0195431613»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin : XS0195431613

Security name : LEHMAN BROS TSY TV14 CPI EMTN

Type of event : CONSENT

Instruction quantity : 50000

Instruction's date : 13/10/2009

Blocking reference : CA74749

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services



A handwritten signature in blue ink, appearing to end with 'JF.'

A handwritten signature in blue ink, appearing to end with 'C.J.'

27. OTT. 2009 14:01

MCDD CUSTODY



NR. 789 P. 12

BNP PARIBAS SA au capital de 1 772 303 628 euros  
Immatriculée sous le n° 962 042 449 RCS - Identifiant C.E FR76662042449  
Siège social : 16, bd des Italiens - 75008 PARIS - www.bnpparibas.com

**CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

BANCA ESPERIA SA  
VIA DANTE 16  
20121 MILANO  
IT ITALIE

reference  
0258E – 2009477638

October 16th, 2009

LEHMAN TV03-1013 EMTN  
«XS0176153350»

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C  
Isin: XS0176153350  
Security name : LEHMAN TV03-1013 EMTN  
Type of event : CONSENT  
Instruction quantity: 221000  
Instruction's date: 13/10/2009  
Blocking reference: CA96899

For more information, please feel free to contact your dedicated account manager.

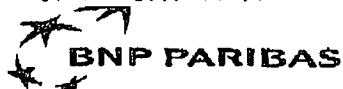
Best regards.

BNP PARIBAS Securities Services



27. OTT. 2009 14:01

MCDD CUSTODY



NR. 789 P. 7

BNP PARIBAS SA au capital de 1 772 303 828 euros  
Immatriculée sous le n° 862 042 449 RCS - Identifiant C.E FR76002042449  
Siège social : 18, blvd des Italiens - 75009 PARIS - www.bnpparibas.com

## CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

**BANCA ESPERIA SA**  
**VIA DANTE 16**  
**20121 MILANO**  
**IT ITALIE**

reference  
0258E – 2009477638

October 19th, 2009

**LEHMAN BROTHERS TV03-1013EMTN**  
**«XS0176153350»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin: XS0176153350

Security name: LEHMAN BROTHERS TV03-1013EMTN

Type of event: CONSENT

Instruction quantity: 15000

Instruction's date: 19/10/2009

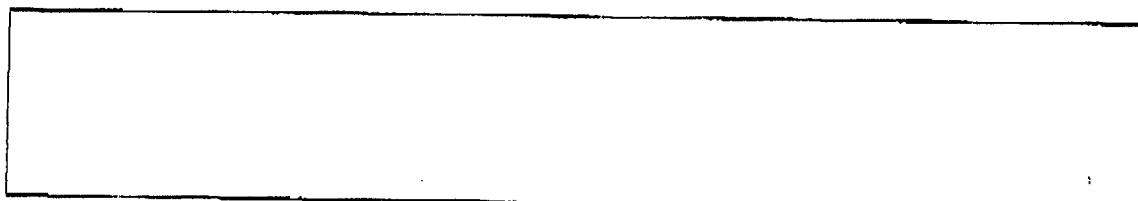
Blocking reference: CA18057

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services

A handwritten signature in black ink over a blue horizontal line.



Two handwritten signatures in black ink, one appearing to end with 'J.' and the other with 'C.J.'.

27. OTT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 9

 BNP PARIBAS

BNP PARIBAS SA au capital de 1 772 303 528 euros  
Immatriculée à Paris le n° 652 042 449 RCS - Identifiant C.E FR76682042440  
Siège social : 16, bd des Filles - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number  
30026 97574 1011740600C

Reference  
0258E – 2009477996

BANCA ESPERIA SA

VIA DANTE 16  
20121 MILANO  
IT ITALY

October 14<sup>th</sup>, 2009

**LEHMAN BROTHERS TV05-010213EMTN  
«XS0210782552»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0210782552

Security name: LEHMAN BROTHERS TV05-010213EMTN

Type of event: CONSENT

Instruction's date: 13/10/2009

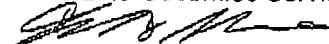
Instruction quantity: 25 000

Blocking reference: CA75303

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services





27. OTT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 13



BNP PARIBAS SA au capital de 1 772 303 626 euros  
Immatriculée sous le n° 882 042 449 RCS - Identifiant C.E FR78652042449  
Siège social : 16, bld des Italiens - 75009 PARIS - www.bnpparibas.com

CORPORATE ACTION - ADVICE ON LEHMAN CODE

BNP PARIBAS SECURITIES SERVICES

Fax : 01 42 98 78 06

BANCA ESPERIA SA  
VIA DANTE 16  
20121 MILANO  
ITALY

Account number  
PARB ITMM 30026 97574  
1011740600C BANCA ESPERIA SPA

Reference  
0258E - 2009477642

October 14<sup>th</sup>, 2009

LEHMAN TV13 EMTN  
« XS0178969209 »

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C  
ISIN: XS0178969209  
Security Name: LEHMAN TV13 EMTN  
Type of event: CONSENT  
Instruction's date: 14-10-2009  
Quantity: 130 000 FAMT  
Blocking reference: CA74978

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services

A handwritten signature in black ink over the company name.



A handwritten signature in black ink, appearing to end with "J".

A handwritten signature in black ink, appearing to end with "J".

27. OTT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 14



BNP PARIBAS SA au capital de 1 772 303 528 euros  
Immatriculée sous le n° 682 042 449 RCS - Identifiant C.E FRT0882042440  
Siège social : 16, bd des Italiens - 75009 PARIS - www.bnpparibas.com

## CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

Reference

0258E – 2009478010

**BANCA ESPERIA SA**

VIA DANTE 16  
20121 MILANO  
IT ITALY

October 14<sup>th</sup>, 2009

**LEHMAN BROTHERS TP05-160215**  
**«XS0211093041»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT

Instruction's date: 13/10/2009

Instruction quantity: 300 000

Blocking reference: CA75797

For more information, please feel free to contact your dedicated account manager.

Best regards.

BNP PARIBAS Securities Services

A handwritten signature in black ink over the company's name.

A small, handwritten mark or signature in the bottom left corner.

27. OTT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 4



BNP PARIBAS SA au capital de 1 772 303 528 euros  
Immatriculée sous le n° 662 042 448 RCS - Identifiant C.E FR76882042448  
Siège social : 18, blvd des Invalides - 75008 PARIS - www.bnpparibas.com

## CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

Reference

0258E – 2009478010

**BANCA ESPERIA SA**

VIA DANTE 16  
20121 MILANO  
IT ITALY

October 20<sup>th</sup>, 2009

**LEHMAN BROTHERS TP05-160215**  
**«XS0211093041»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0211093041

Security name: LEHMAN BROTHERS TP05-160215

Type of event: CONSENT

Instruction's date: 19/10/2009

Instruction quantity: 30 000

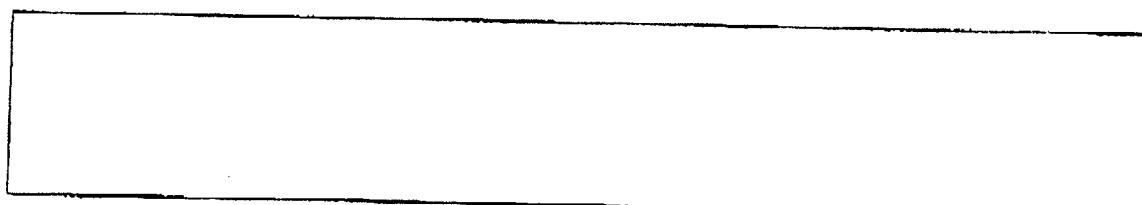
Blocking reference: CA18304

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services

A handwritten signature in black ink over a horizontal line.



A handwritten signature in black ink in the bottom right corner of the page.

A small, faint handwritten mark or signature in the bottom right corner.

27. OTT. 2009 14:02

MCDD CUSTODY

**BNP PARIBAS**

NR. 789 P. 15

BNP PARIBAS SA au capital de 1 772 303 828 euros  
Immatriculée à Paris le n° 652 042 449 RCS - Identifiant C.E FR76562042448  
Siège social : 16, bd des Italiens - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION – ADVICE ON LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

**BANCA ESPERIA SA**  
VIA DANTE 16  
20121 MILANO  
ITALY

Account number  
PARB ITMM 30026 97574  
1011740600C BANCA ESPERIA SPA

Reference  
0258E - 2009478115

October 14<sup>th</sup>, 2009

**LEHM.BROTH.TR.7 PCT 16**  
**« XS0208459023 »**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C  
ISIN: XS0208459023  
Security Name: LEHM.BROTH.TR.7 PCT 16  
Type of event: CONSENT  
Instruction's date: 14-10-2009  
Quantity: 2 146 000 FAMT  
Blocking reference: CA74731

For more information, please feel free to contact your dedicated account manager.

Best regards.

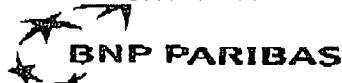
BNP PARIBAS Securities Services.



27. OTT. 2009 14:01

MCDD CUSTODY

NR. 789 P. 11



BNP PARIBAS SA au capital de 1 772 303 528 euros  
Immatriculée sous le n° 582 042 449 RCS à Identifier C.E FR78882042449  
Siège social : 16, blvd des Italiens - 75009 PARIS - www.bnpparibas.com

## CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number  
30026 00100 1011740600C

BANCA ESPERIA SA  
VIA DANTE 16  
20121 MILANO  
ITALIE

reference  
0258E – 2009477552

October 16<sup>TH</sup>, 2009

**LEHMAN BROS TSY TR07-17**  
**« XS0283497005 »**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account : 1011740600C

Isin : XS0283497005

Security name : LEHMAN BROS TSY TR07-17

Type of event : CONSENT

Instruction quantity 14000

Instruction's date : 13/10/09

Blocking references : CA05026

For more information, please feel free to contact your dedicated account manager.

Best regards,

*BNP PARIBAS Securities Services*

A handwritten signature in black ink, appearing to read 'JP'.

27. OTT. 2009 14:02

MCDD CUSTODY

NR. 789 P. 16

**BNP PARIBAS**

BNP PARIBAS SA au capital de 1 772 303 528 euros  
Immatriculée sous le n° 862 042 449 RCS - Identifiant C.E FR7662042449  
Siège social : 18, boulevard Haussmann - 75009 PARIS - www.bnpparibas.com

**CORPORATE ACTION – BLOCKING ADVICE ON LEHMAN CODE**

**BNP PARIBAS SECURITIES SERVICES**

Fax : 01 42 98 78 06

Account number

30026 97574 1011740600C

Reference

0258E – 2009478144

**BANCA ESPERIA SA**

VIA DANTE 16  
20121 MILANO  
IT ITALY

October 14<sup>th</sup>, 2009

**LEHMAN BROS TP04-14/01/14 FOI  
«XS0181945972»**

Sirs,

Please find hereafter the information related to your instruction for the consent on Lehman.

Custody Account: 1011740600C

ISIN: XS0181945972

Security name: LEHMAN BROS TP04-14/01/14 FOI

Type of event: CONSENT

Instruction's date: 13/10/2009

Instruction quantity: 855 000

Blocking reference: CA75420

For more information, please feel free to contact your dedicated account manager.

Best regards,

BNP PARIBAS Securities Services

**EXHIBIT 4**

Written Consent June 9, 2005

SP  
CJ

06/08/2005 16:41 LEHMAN → 916467582653

NO. 504 D01

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**

06-09-05 11:31 JDM INVESTMENTS  
DE-05-2005 29111 E-PAK - 31203380294  
25/05/2005 16:41 E-PAK + 316457529633

ID=2023380294 P.02  
NO.290 004  
NO.504 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

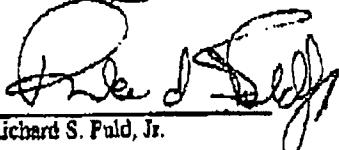
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Puld, Jr.

  
John D. Macomber

06/08/2005 16:41 LEHMAN 916467582653

NO. 504 903

Schedule A  
to LBHI Unanimous Written Consent  
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No



United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC  
 Attn: Lehman Brothers Holdings Claims Processing  
 757 Third Avenue, 3rd Floor  
 New York, NY 10017

Banca Esperia S.p.A.  
 Via Filodrammatici 5  
 20121 – Milano  
 Italy

Attention: Mr Luca Pellegrino

Tel. +39 02 88219393  
 Fax + 39 02 88219300  
 E-mail  
 luca.pellegrino@gruppoesperia.com

Ocotber 30, 2009

**BANCA ESPERIA S.P.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.**

To: United States Bankruptcy Court/Southern District of New York

Enclosed please find No. 2 original copies of the proofs of claim hereby filed by Banca Esperia S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

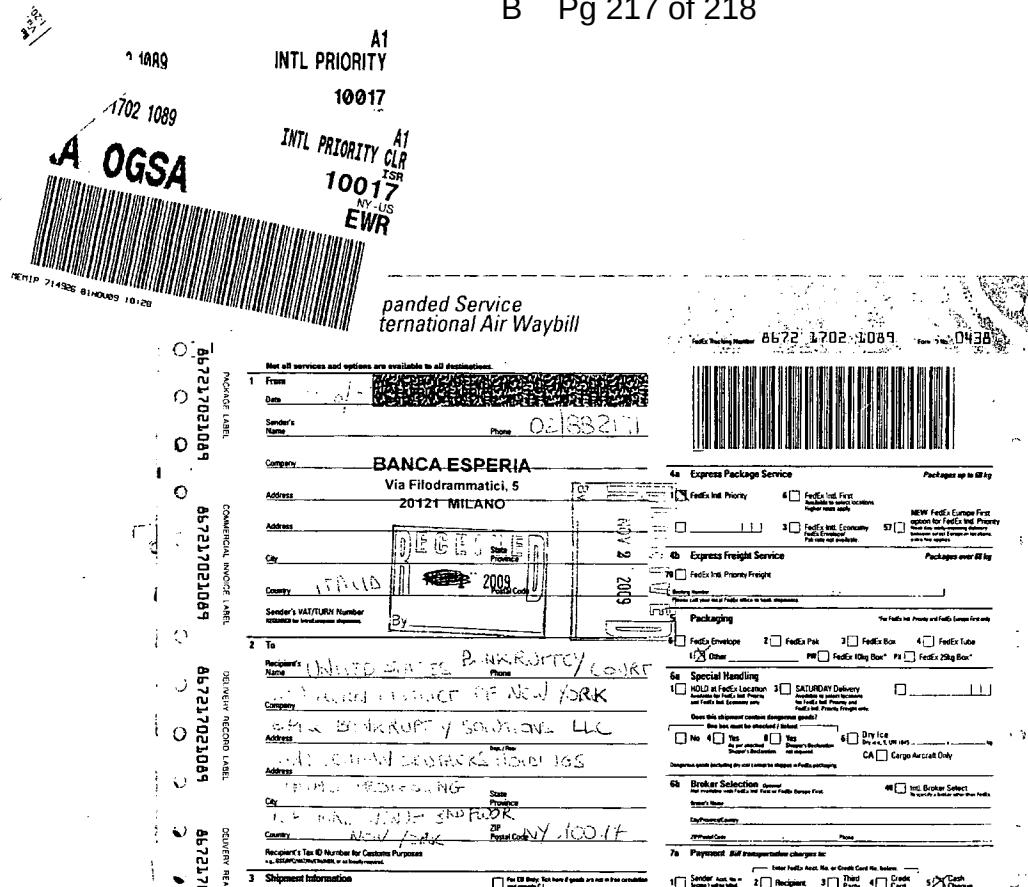
Kind regards,

Banca Esperia S.p.A.

Luca Pellegrino – Legal Department



APPLICABLE POSITIVE  
SEPARATION POSITION



卷之三

